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LONDON, DECEMBER 22, 1888.

CURRENT TOPICS.

THE SOLICITORS BILL passed through Committee in the House of Commons on Wednesday, and we are glad to learn that no doubt is entertained that it will pass into law this session.

AFTER THE LAPSE of nearly a year, a new Queen's Counsel has been created in the person of Mr. HENRY BODKIN POLAND, of the South-Eastern Circuit, Recorder of Dover. Mr. POLAND was called to the bar in 1851.

WE UNDERSTAND that the Special General Meeting of the Incorporated Law Society, held in pursuance of the resolution passed on the 15th of July, 1881, will be held on Thursday, the 31st of January next. Members who wish to move resolutions should send copies of them to the secretary on or before Monday the 7th of January next, after which notices of any proposed motions will be sent to all the members.

THE LIABILITY OF TRUSTEES Bill was read a third time in the House of Commons on Wednesday, but this could only be effected by throwing overboard clause 9, relating to powers of investment, on which all the questions had arisen. The subject-matter of this clause is to be dealt with in a separate Bill next session, and the Chancellor of the Exchequer intimated a hope that the Government would be able to deal with the matter. The loss was unavoidable, for practically the last day of the session had arrived, and it was a question of sacrificing the whole Bill or giving up the clause. We do not agree with Sir G. CAMPBELL, that clause 9 was "the very essence of the Bill"; it will be seen, when the Act is issued, that it contains amendments of the law of enormous value to trustees.

RULES UNDER the County Courts Act, 1888, are in a state of active preparation, and will be issued on the 1st of January next. We believe that the County Court Rules of 1886 will be annulled, and a new set of rules will be issued re-enacting the old rules with such amendments and additions as the new Act renders necessary or as experience has shown to be desirable. Rules under section 122 of the Bankruptcy Act, 1883 (as to administration orders) in substitution for the rules of the 1st of December, 1883, have also been settled, but we believe they were not signed at the time of our going to press. It is, we understand, proposed that these rules shall come into operation on the 1st of February next. Rules under the Land Charges Registration and Searches Act are also in preparation; and we are informed that the long expected rules for the Land Registry Office will also be shortly issued.

AS HAS ALREADY been stated, there are upwards of sixty actions set down in the Chancery Cause Books, marked with the letters Q.B., indicating that they are in substance common law actions. The attention of the judges has been

directed to the question whether these should be transferred to the Queen's Bench Division, but, so far as we have been able to ascertain, it is by no means certain that they will be so transferred. Meantime it is difficult to learn whether the suitors in these actions would have the hearing of their cases expedited by such a transfer. It may be assumed that those who issued their writs in the Chancery Division instead of the Queen's Bench preferred, for some reason good or otherwise, the former division to the latter. Remaining in the chancery lists, these cases will be heard in their turn—transferred to the other division, no one can say where they would be placed in the already well-filled lists of that division, or when they would be heard. There is a *tertium quid* which is worthy of attention—viz., that these cases might be heard by one of the Queen's Bench judges specially appointed for the purpose, if one could be spared to perform that duty.

WE UNDERSTAND it has been decided that in the future the Chapel of the Rolls will not be the appointed place for suitors in the Chancery Division to go to for the purpose of receiving mortgage-money found due in foreclosure actions. A room in the Royal Courts of Justice (probably Room 135) will be the appointed place. What the machinery will be as to payment of any fee for the use of the room, or as to keeping a book wherein to record the attendance, will no doubt be made public shortly, but the change will not cause an increase of expense to the suitor. There would have been a large saving of expense had the plan been adopted, which has been suggested, of paying the money into court. With regard to existing orders or certificates which appoint the Chapel of the Rolls as the place of payment, the alteration cannot take place until all such orders and certificates have run out by effluxion of time, unless, indeed, it should be thought fit by the Rule Committee to substitute by rule the new place for the old one in all current cases. Without such a rule complications might arise, as in cases where time for payment is enlarged. As the foreclosure absolute consequent on non-payment forms a document of title, it would be safer to make such a rule.

UNANIMOUSLY AND EMPHATICALLY, after exhaustive argument and a patient hearing, but without even "taking time to consider" in the technical sense of the term, the Court of Appeal has affirmed the considered judgment of the Divisional Court in *Sharpe v. Wakefield* (36 W. R. 634) to the effect that it is in the absolute discretion of the licensing justices to refuse to renew a general public-house licence, and that such refusal may proceed independently of any objection to the character of the publican, and merely on the grounds of the remoteness of the house from police supervision and of the absence of evidence that the house is required. As we observed in commenting on the decision of the Divisional Court (32 SOLICITORS' JOURNAL, 433), the law as thus laid down is completely in accordance (*pace* the Solicitor-General) with the general opinion of the profession, and the more the question is considered the more surprising it is how any doubt could have been entertained upon it. In the recent judgment it is pointed out in the clearest terms that the Licensing Act, 1828 (see section 1) makes no distinction between the absolutely discretionary power of the justices to grant or to refuse to grant, and their power to renew or to refuse to renew, the public-house licence, and that the Licensing Acts of 1872 and 1874 (see sections 42 and 26), though they interpose an elaborate procedure in aid of the application to renew, effect an alteration of procedure only, and leave the substance of the law untouched; the 42nd section of the Act of 1872, be it observed, closing with the express enactment that "subject as aforesaid, licences shall be renewed, and the powers and discretion of justices relative to such renewal shall be exercised as heretofore." *Quid plura?*

WE PUBLISH in another column new Rules of the Supreme Court, which are to come into operation on the 11th of January next. The first five of the new rules are in substitution for rules 45—47 of order 36, relating to the distribution of business among the official referees. The next rule enables the court to direct, under ord. 36, r. 57, that the amount for which final judgment is to be entered shall be ascertained by an official referee, in place of the "officer of the court" mentioned in the old rule. The next rule

is substituted for rule 39 of order 37, relating to the examination of witnesses before an examiner of the court. The effect of the new rule 39 is to extend the provisions of the first clause of the old rule to causes or matters in any division of the High Court. Another new rule requires the examiners "and every other person appointed to take an examination under this order" to indorse on the depositions a statement of the hours within which the examination began and ended. We come now to matters of more general importance. A proviso is added to rule 1a of order 51, relating to the power of the court to authorize sale, &c., out of court, requiring that the judge, before giving such authority, shall be satisfied that all persons interested in the property are before the court, or bound by the order for sale, &c. A new rule (ord. 54, r. 9a) enables—and, if the circumstances require it, obliges—any master, registrar, taxing master, or chief clerk to hear and dispose of any application in any cause or matter on behalf of any other master, registrar, taxing master, or chief clerk respectively by whom the application would otherwise have been heard, and enables any taxing officer to tax costs under order 14 or other short bills of costs in all causes and matters, whether assigned for taxation to him or any other taxing officer of the same division. The next new rule apparently puts an end to petitions for the appointment of new trustees by providing that "in all cases where the court has jurisdiction to appoint new trustees upon petition," the application may be made by summons. There follows a consequential alteration of the first proviso to rule 15 of order 55, relating to the powers of the chief clerks, debarring them from making orders appointing new trustees. The remaining new rules relate to county court matters. The first (ord. 59, r. 8a) provides that applications for prohibition to county courts, not made by the Attorney-General, shall be by notice of motion; and the next (ord. 59, r. 18) defines the meaning of "appeals from inferior courts" for the purposes of order 59.

A QUESTION of some nicety arises under the Land Charges Registration and Searches Bill (shortly to become an Act) as to how far the 6th section is retrospective. Probably it will be held that everything done before the commencement of the Act is valid as against a purchaser, but that, on the other hand, everything done after the commencement of the Act under a writ or order issued or made before the commencement of the Act, will be void as against a purchaser for value unless the writ or order is registered. If this view is correct, it will not be necessary to register any writ or order under which delivery in execution was made, or a *fi. fa.* under which the sale by the sheriff was completed, before the commencement of the Act; but, on the other hand, if the delivery in execution has not been made, or the sale by the sheriff has not been completed, before the commencement of the Act, registration will be necessary. As to orders appointing receivers and writs of sequestration made or issued before the commencement of the Act under which, at the commencement of the Act, anything remains to be done, it will be necessary to register immediately, as any proceedings taken under the order or writ after the commencement of the Act would apparently be void as against a purchaser unless the writ or order is registered. It may be argued that the writ ought to be registered before delivery in execution, but this would be a narrow construction of the Act, and it should be observed that this cannot be done in cases where delivery in execution is effected by an order appointing a receiver, as the order itself amounts to delivery in execution. The true construction of the Act appears to be, that, if the writ or order is registered before the purchase, everything done under it, either before or after registration, will be good as against the purchaser. The practical result is that, as regards writs and orders affecting land, every *elegit* under which delivery in execution has not taken place, and every *fi. fa.* under which the sale by the sheriff has not been made before the commencement of the Act, and every order appointing a receiver, and every writ of sequestration under which anything remains to be done, ought to be registered on the 1st of January, 1889.

TWO RECENT CASES limit to a noteworthy extent the operation of the Remuneration Order. In *Re Griville's Settlement* (*ante*, p. 110) Mr. Justice KAY, affirming the decision of the taxing master,

held that the scale does not apply to sales of land not situate in England. In the particular case the land was situate in Ireland, and it is certainly odd that the learned judge appears to have overlooked the fact that section 2 of the Solicitors' Remuneration Act, 1881, expressly provides that a certain tribunal in England and another tribunal in Ireland may make general orders; which might seem, to some extent, to indicate that sales of land in Ireland were not intended to be included in the English order. This might perhaps have proved a sufficient ground for the decision of the recent case, but the learned judge considered the general question, and held that there is nothing in the Remuneration Order which contemplates a sale of land outside the jurisdiction, and, further, that the mention of "freehold, copyhold, or leasehold property" in schedule I, part I., shews that the order was not intended to relate to land in foreign countries, where these terms might be meaningless. Accordingly, he held that the Remuneration Order does not apply to a sale of land not situate in England or Wales. The terms of the judgment would appear to include dealings with land in the Isle of Man or the Channel Islands. In the other case above referred to (*Re United Kingdom Land and Building Association (Limited)*), reported in another column) Mr. Justice CHITTY held that an official liquidator had no power, without the direction of the court, to allow his solicitor to elect, under clause 6 of the Remuneration Order, that his remuneration shall be according to the old system as altered by schedule II. The duty of the liquidator, he said, was to see that his solicitor's work was to be paid for on the most economical scale, whereas it appeared that he had employed his solicitor on more expensive terms than the scale fees. This appears to us to be a strong and alarming decision. The Legislature has expressly provided a tribunal to prescribe and regulate the remuneration of solicitors in the matters specified, and has provided (section 7) that "as long as any general order under this Act is in operation, the taxation of bills of costs of solicitors shall be regulated thereby." This tribunal has provided a scale, together with a right of election by the solicitor under certain conditions. Yet Mr. Justice CHITTY holds that an officer of the court has no power to adopt the provision of the tribunal made in pursuance of the legislative power. The alarming part of the matter is that the grounds of the decision appear to apply to the case of fiduciary owners in general. Is it not the duty of a trustee, equally with an official liquidator, to see that the legal work of the trust is paid for on "the most economical scale," and may we not have Mr. Justice KAY declaring that a trustee has no right to allow his solicitor to elect?

SECTION 65 of the County Courts Act, 1888, which enables a judge of the High Court to remit an action of contract to the county court, was the subject of comment in our impression of last week. It is now necessary to call attention to section 66 of the same Act, whereby actions of tort may be remitted to the county courts. The language of this section, equally with that of section 65, gives rise to difficulties of construction which, should they prove to be insurmountable, must produce results certainly never contemplated by the Legislature. Section 66 is obviously intended to replace section 10 of the County Courts Act, 1867, and, like the last-named enactment, enables any person against whom an action of tort is brought in the High Court to procure an order remitting the same to the county court whenever the plaintiff has no visible means of paying the defendant's costs. Unfortunately, however, instead of providing, as did section 10 of the old Act, that the county court to which the action is remitted "shall have all the same powers and jurisdiction with respect to the cause as if both parties had agreed, by a memorandum signed by them, that the said county court should have power to try the said action, and the same had been commenced by plaint in the said county court," it merely states that "the action and all proceedings therein shall be tried and taken in such court as if the action had originally been commenced therein." Now, in cases where the action remitted is one which could have been commenced in the county court, no difficulty can possibly arise. For such an action, if tried and taken in the county court "as if the action had originally been commenced therein," will be tried and disposed of in the ordinary way. But, where the action is one which is excluded from the cognizance of the county court, if, as provided by

section 66 of the County Courts Act, 1888, it should be "tried and taken in such court as if the action had originally been commenced therein," it must be dealt with as if it were an action brought in a county court which such court has no jurisdiction to try—i.e., the county court judge must, as provided by section 114, strike it out and also give the defendant his costs. If, however, the framers of section 66 had incorporated therein the provision contained in section 10, which has been already set out, which gave the county court to which an action of tort was remitted, the same power over it which it possessed where jurisdiction by agreement was conferred, all ambiguity would have been obviated. For, as provided by section 64 of the County Courts Act, 1888 [which, in substance, is a re-enactment of section 23 of the County Courts Act, 1856] "with respect to all actions assigned to the Queen's Bench Division of the High Court, if both parties shall agree, by a memorandum signed by them or their respective solicitors, that the judge of any court named in such memorandum shall have power to try such action, such judge shall have jurisdiction to try the same therein." Should section 66 ever require to be construed in a court of justice a laudable effort will, no doubt, be made to avoid giving it a restrictive meaning which the Legislature never intended it to bear. Whether this will be possible, consistently with the language of the section, it would be unwise to predicate.

A CORRESPONDENT, whose letter is published in another column, objects to our statement last week that where real estate is limited to partners as joint tenants as part of their partnership property, the concurrence of the personal representatives of a deceased partner is necessary on a sale by the surviving partner, and he cites Lindley on Partnership, p. 341. We cannot help thinking that our correspondent has not quite understood the propositions laid down by Lord Justice LINDLEY in the page which he cites. The Lord Justice is speaking of the case where several partners are jointly seized or possessed of land for an estate in fee or for years, he does not say subject to an express trust for the firm; he is thinking, apparently, of the case where there is no declaration of trust contained in the conveyance to the partners, and where, therefore, a purchaser for value from the surviving partners without notice of the implied trust for the firm obtains a good title owing to his acquiring the legal estate. The case of *West of England and South Wales District Bank v. Murch* (23 Ch. D. 138), cited by Lord Justice LINDLEY in the paragraph in question, was a case where a surviving partner and the executrix and trustee for sale of a deceased partner concurred, under circumstances of some complexity, in the sale of freehold and other property belonging to the partnership; the question was not whether the surviving partner could sell whatever interest he had, but whether the executrix and trustee for sale could sell, and whether the manner in which she had sold was a proper one. Where the surviving partner mortgages the partnership property for payment of partnership debts—i.e., of debts contracted before the death of the partner who dies—he is acting strictly in accordance with the trust reposed in him; he could have paid off an existing creditor out of the assets of the firm, and therefore he can give a security for the debt (*Re Olough*, 31 Ch. D., see p. 327). Where the surviving partner sells, the question arises, why does he do so? Does he sell for the purpose of paying off the debts of, or winding up the partnership; or does he sell for his own purposes? If a purchaser has no notice of the property being partnership property, it is quite immaterial to him for what reason the sale is made, as on completion he will be in the safe position of a purchaser for value without notice. If, on the other hand, the purchaser has notice that the property is partnership property, he is put on inquiry as to the reason for which the sale is being made. It is of course possible to shew that the surviving partner is selling for a proper purpose, and our article is, to a certain extent, inaccurate in not stating this, but it is hardly possible that he will be able to do so without producing evidence at a considerable cost and expense; he is able to avoid doing so by procuring the concurrence of the other persons interested—namely, the representatives of the deceased partner—and in practice their concurrence is, we believe, always required. Dart's Vendor and Purchaser, p. 94, says, without giving any authority, "On the death of a partner, in the absence of any special provision in the articles, the surviving partner appears to be able to sell and to

make a good title to the real estate of the firm." It appears, therefore, that in Mr. DART's opinion the power of the surviving partner to sell must depend on the provisions of the partnership deed. It seems to follow that, for the safety of the purchaser, the persons interested under that deed ought, on ordinary occasions, to concur in the conveyance.

RETURNING TO THE question of the effect of section 21 of the Customs and Inland Revenue Act, 1888, which we noticed a fortnight ago, it should be remembered that merely charging legacies on land does not exempt the general personal estate from the payment of the legacies (2 Jarman on Wills, 673). So that it does not necessarily follow, when a legacy is charged on land, that it will be liable to succession duty under the Customs and Inland Revenue Act, 1888, s. 21. This raises an important practical difficulty in the administration of estates under a will charging debts and legacies on real estate. Formerly in a will of this nature the executor, if he was certain that the estate was solvent, was able to pay the legacies, notwithstanding that the amount of debts was unascertained, because it was a matter of indifference to him whether he paid the legacies out of personalty or realty, and although, strictly speaking, the debts had to be paid before the legacies, he could pay the legacies before the debts so long as he was satisfied that, resorting to the land if necessary, he would be able to pay the debts. This convenient practice cannot, we apprehend, now be followed. The question whether legacy or succession duty, or both, are payable on a legacy depends upon whether it is payable out of the personal estate or the real estate, or partly out of one and partly out of the other. In a will of the nature under consideration the question whether the legacy is payable in whole or in part out of the realty, and, therefore, whether it becomes liable to legacy or succession duty, depends upon the value of the net personalty—i.e., of the gross personalty after payment of all debts and expenses, and therefore the duty cannot be paid till the gross value of the personalty and the amount of all debts and expenses payable thereout are ascertained. It may be argued that the mere fact of the legacy being charged on the real estate renders it liable to succession duty, and if the Customs and Inland Revenue Act, 1888, were the only Act on the subject this might be the case. But 36 Geo. 3, c. 52, s. 7, provides that a legacy shall be liable to legacy duty, notwithstanding that it is charged on real estate, except so far as it "shall be paid or satisfied out of [the] real estate in a due execution of the will." In the case of wills made in the usual form—namely, a trust for conversion of realty and personalty, with a direction to pay debts and legacies out of the proceeds—it will in all cases be necessary to apportion the realty and personalty; and the same difficulty as that which we have just pointed out in the case of wills containing a charge of debts and legacies on the realty will arise. It is impossible to ascertain what personalty is applicable to the payment of legacies till the debts and expenses and the net value of the personalty are known; and, therefore, till this is done it will be impossible to ascertain what duties are payable in respect of the legacies. The result is that, in a will of either of the natures mentioned above, it will be impossible to pay the smallest legacy on which duty is payable till the executor is ready to pass the residuary account. A man makes his will as follows:—"I give all my property to my wife, subject and charged with a legacy of £20 to my old nurse Sarah, and I appoint my wife my executrix." By the will Sarah's legacy is charged on the land. Formerly, if the executrix chose to run the risk of paying it before she paid the debts, no difficulty could arise. Legacy duty was payable on the £20. Now this is not the case. It is impossible to say whether the legacy will be payable out of the realty till the debts are paid and the personalty got in, or at least ascertained, and Sarah must wait for her legacy till this is done.

IT MAY BE ARGUED that in practice no legacies are paid till the amount of the personalty is ascertained and till the debts have been ascertained, or till advertisements have been issued under 22 & 23 Vict. c. 35, s. 29, and the proper time has elapsed. It must, however, be remembered that this section only protects the personal representatives from the conse-

quences of distributing the estate, without providing for the claims of a creditor who has not come in in answer to the advertisements; it does not prevent the creditor from following the assets in the hands of the persons who may have received them in due course of administration; so that it does not prevent the amount of the net personalty from being altered after distribution by the executors. The Crown is not mentioned in the Act, and therefore would not be bound. Possibly, however, if the personal representatives had distributed the assets on the faith of the answers to the advertisements, it might be held that the claim of the Crown for any increase of succession duty occasioned by the legacies being thrown entirely or in part on, or by a larger part of the legacies having to be paid out of, the proceeds of sale of realty owing to the existence of creditors who did not reply to the advertisements, did not arise; probably this view is incorrect, but it might be held that the Crown could not claim the increased duty from the personal representatives, though it might be able to claim it from the legatees. This, however, is not at all clear, as all the Act does is to protect the personal representative who has advertised from claims by any person of whose claim he had no notice at the time of distribution of the assets; there are no words protecting him from a claim by the Crown. However, this may be, serious inconvenience will be caused in at least two cases. It is a common and most convenient practice for testators to direct immediate payment of a legacy to a wife, the object being to give her ready money to live upon pending the administration of the estate, and if the estate is solvent no difficulty is made by the executors in paying it. Such a legacy is not liable either to legacy or succession duty, but if it is made, as it often is in the case of a widower, to adult daughters who keep home for the testator, the difficulties above pointed out will arise; as, if it is paid at once it will not be possible (if the will is in either of the forms under discussion) to know what duty to pay, and therefore, apparently, it will be necessary either to postpone payment of the legacy (conduct which might reduce the legatee temporarily to the most abject poverty), or to pay succession duty on the entire legacy. And it must be observed that if, following the usual course, such a legacy is given duty free, the residuary legatee would reasonably object to succession duty being paid while legacy duty only is payable. In cases where a small weekly sum is directed to be paid to an old servant or pensioner, commencing from the testator's death, the very object of the gift will be defeated if the payments are postponed during the indefinite period that elapses before the net personalty is ascertained; in this case again it will be impossible to say what duties will become payable. We consider that the difficulties caused by the 21st section of the Customs and Inland Revenue Act, 1888, in the administration of estates are wholly out of proportion to the increased revenue produced by it, and, further, that the additional costs of administration produced by it in the wills of people of moderate fortune will far exceed the total payments, both under the old and the present law, made to the State. We cannot help hoping that the Incorporated Law Society will take the matter into their serious consideration, and if it should turn out that the opinions that we have expressed are well founded, that they will make such a representation as will be attended to by the Government.

A MOST UNUSUAL ATTACK was made on Tuesday in the House of Commons on the Superintendent of the County Court Department, in the shape of a question relating to his joint authorship of a work on county court practice. We have no personal acquaintance with the gentleman referred to, but it is right to say that an experience of some years has led us to the conclusion that a more efficient public official does not exist. We do not think that there has been an alleged abuse relating to the county courts referred to in these columns which has not been promptly considered and investigated by him.

Referring to the recent charge at Marlborough-street Police-court against a defendant who is, in some reports, described as a Mr. F. Lemon, and as a solicitor, Mr. Frank Lemon, of the firm of Elcum & Lemon, solicitors, 13 Bedford-row, W.C., desires it to be stated that he is not the same person, and is not in any way connected with him.

TRUST INVESTMENTS ON REDEEMABLE SECURITIES.

QUESTIONS have recently been raised, both in these columns and elsewhere, with regard to the investment of trust funds by trustees in redeemable securities at a price exceeding the redemption value, and it has been suggested, either that a trustee ought not to invest at all in a redeemable security at a premium, or that if he does he ought to protect the remaindermen by some such means as a sinking fund. The question is now one of general importance, because, although the new rule of court (ord. 22, r. 17) in terms relates to investment of "cash under the control of or subject to the order of the court," it will be remembered that by virtue of the statute 23 & 24 Vict. c. 38, s. 11, trustees out of court may invest in any stocks, funds, or securities so authorized; and, further, because the majority of investment clauses are wide enough to comprise redeemable securities.

It should be stated at the outset that this question only arises where the investment is within the power. If the investment is outside the power it is bad, whether redeemable or not. But a redeemable security may be within the power either because it is expressly mentioned (e.g., "Metropolitan Board of Works Stock") or because a class of securities is mentioned which is wide enough to include it (e.g., "Stock issued by the corporation of any municipal borough"). What, then, is the position of a trustee so investing in a redeemable security when the price is above par? We propose to discuss this question by stating very shortly, in the first place, a few general principles which are well recognized with regard to the investment of trust funds, and then to examine the authorities directly relating to this point.

In the first place it is quite clear that a power of investment is a discretionary power—that is to say, a trustee is not justified, merely because a particular stock is within the terms of his power, in investing upon that stock without giving the matter a thought; he should exercise his discretion in making the selection. In the next place, in exercising this discretion he should have regard to the interests of all the beneficiaries, both those who are presently entitled to the income and those who will take in future, so as, on the one hand, to produce a reasonable income for the former, and, on the other hand, to preserve the *corpus* for the latter: see judgments of Court of Appeal in *Whiteley v. Leary* (33 Ch. D. 349). Another principle which has a bearing on the question is this. The "interests of the beneficiaries" means "the interests" which they take under the instrument of trust—i.e., the whole instrument of trust. All the various terms and provisions of an instrument go to make up the nature of the interests taken under it; a beneficiary cannot elect to take under an instrument except on all the terms of the instrument—i.e., provided they are lawful. Accordingly it is well settled that a settlor may, if he thinks fit, vary the general rules on which the relationship of tenant for life and remaindermen is regulated—he may, for instance, expressly direct the enjoyment *in specie* of the income of certain securities, and this even though they are what is termed "wasting securities," or he may expressly give his trustees powers which indicate a desire on his part that the strict relationship between tenant for life and remaindermen should not be maintained, or, at any rate, a desire that his trustee should have a discretion to depart from it.

We now come to see how the authorities stand on the precise question of investment in redeemable securities. The point was raised on investments in East India Stock under Lord St. Leonards' Act (22 & 23 Vict. c. 35) and the General Order of the 1st of February, 1861. Petitions were presented for change of investment of money in court from Consols to East India Stock, although at a premium. The result of numerous cases then decided was this, that the court, in the exercise of its discretion, declined to make the investment unless special circumstances were shown making it desirable to increase the income at the possible expense of the remainderman. Three cases may be cited as good examples.

Re Colne Valley, &c., Railway (1 De G. F. & J. 53), where a petition was presented for investment of money in court in East India Stock. Lord Campbell said:—"I agree with Lord St. Leonards in thinking that this section of the Act is in direct opposition to the well-settled rule in equity as to the securities upon

which trust funds are to be invested, and that it may lead to jobbing with trust funds, and to the sacrifice of the interests of reversioners therein for the benefit of the tenant for life. Here, however, it stands in the Act, and what we have to do is, not to question the policy of the clause, but to put upon it such an interpretation as it appears to us the Legislature intended"; and later on he says:—"At the same time I do not say that the investment is one which this court ought to sanction. If the investment had been actually made, and the application to this court had been to make the trustee responsible, and he had pleaded the Act of Parliament, and that he saw no reason to suppose it was an improper investment, I think the court would have been obliged to decide in his favour."

In *Cockburn v. Peel* (3 De G. F. & J. 172), before Lord Campbell, Lord Justices Knight Bruce and Turner, the power to invest in India stock at a premium under the Statute and General Order last mentioned was treated as undoubted, and also that its exercise was discretionary. After referring to the risk to the remainderman, Lord Campbell says: "An offer is made to guard against this peril by a sinking fund; but I do not think that this would be authorized by the Statute under which the transfer is asked, and I do not think that the transfer ought to be directed where such an expedient is necessary." Lord Justice Turner said, in the course of his judgment, "I desire also to be understood as not intending to embarrass trustees in the exercise of their discretion which the statute gives to them when the funds are not in court. I think they will be fully entitled to the protection of the court where they act *bona fide* in the exercise of that discretion." His opinion also appears to have been against the idea of a sinking fund.

In *Hume v. Richardson* (4 De G. F. & J. 29) the investment clause was "in the public stocks or funds of Great Britain." The testator died possessed of large amounts of Bank of England Stock, Bank of Ireland Stock, and East India Stock. Shortly after his death the Statutes 22 & 23 Vict. c. 35, and 23 & 24 Vict. c. 38, and the General Order were passed. The trustees asked for the opinion of the court as to whether they might properly retain those stocks and invest other moneys therein, and whether the tenant for life was entitled to the whole income. Lord Justice Turner said, "It seems to me to be clear that under the statute 23 & 24 Vict. c. 38 the trustees had power to invest the testator's residuary estate in any of the funds or securities which are mentioned in the General Order of the 1st of February, 1861. I do not at all deviate from what was said in *Cockburn v. Peel*, that if this court is called upon to exercise its discretion as to the mode of investment it will look to the interests of the tenant for life and remaindermen as between themselves; but where the trustees have exercised their discretion, and there is nothing to shew that they did not exercise it *bona fide*, the court will presume that they paid due regard to the interests both of the tenant for life and remaindermen, and will uphold what they have done." The questions asked by the trustees were answered in the affirmative.

The result of these cases, and of others in the same direction, seems to us to be this, that where redeemable securities are within an authorized range of investment, their selection is a matter of discretion, and that where a trustee has made a *bona fide* exercise of this discretion he will be protected. It also appears from the cases that where the court has sanctioned an investment at a premium in redeemable securities, the whole income has been paid to the tenant for life. It is believed that no case exists in which any portion of the income of an authorized investment in a redeemable security has been impounded for the benefit of a remainderman. No one, we imagine, would go so far as to say that any breach of trust existed in the numerous cases of investments in Consols above par which must have been made during the last few years, on the ground that they were liable to be paid off at par, or that a small fraction of the income ought to have been retained. Such a notion would render powers of investment unworkable.

It may be said, How is a trustee to know the lines upon which he should exercise his discretion, and what is the standard of a *bona fide* exercise of discretion, and to what extent will he receive the protection of the court in case the court were called upon to review his exercise of discretion? In answer to such questions no precise rules can, of course, be laid down: it is possible to put

hypothetical cases in which the impropriety of an investment would be patent to everyone. For instance, if it were possible that one of a large class of authorized stock stood at a market price of £200, carrying interest at 8 per cent., and was redeemable at £100 within two years from the date of investment, in such an extravagant case the *onus* might well fall on the trustee to point out upon what grounds he exercised his discretion. But the instancing of extravagant cases does not, we think, throw any doubt on the principles to be gathered from the decisions which we have cited. Suggestions as to the exercise of this discretion can be made which would, no doubt, occur to the trustees themselves: for instance, the amount at which the stock stands above par, the date when it may be redeemed, the date when the trust fund will be distributable, the date when the market price will be appreciably affected by the fact of its being redeemable, and the advisability of increasing a parent's income for the purpose of the maintenance or education of children who may be the reversioners—all these matters will, doubtless (at any rate, in the opinion of those who have advocated the present policy in the law), be sufficiently taken into consideration by the trustees. But whether they will be or not is, we think, only a matter of argument for or against the policy of the law. We think that it will require a strong case to successfully canvass the exercise of a trustee's discretion which the Legislature thinks fit to give him.

It remains only to notice two cases which have been cited for the opposite view. One is *Stewart v. Sanderson* (L. R. 10 Eq. 26), before Vice-Chancellor Malins, where the question raised was whether there had been a sufficient appropriation of securities to answer a sum of £15,000 directed by the testator to be set apart: the securities included 27 per cent. preference stock of one railway company and 4½ per cent. guaranteed stock of another railway company; the power of investment was in terms wide enough to comprise these stocks. The Vice-Chancellor, in holding that there had been no sufficient appropriation, said: "An appropriation in 23 per cent. stock would consequently be perfectly good, but not so if the investment should be made in any Government stock which is liable to be reduced at a given period." Even if this *dictum* is really opposed to the cases already referred to, it was not a decision which could affect their authority; it was not a case in which the trustees' conduct had been called in question, and no authorities appear to have been cited; moreover, it would seem from the report as if the Vice-Chancellor had not drawn any very clear distinction between a redeemable stock and a stock which was likely to fluctuate in value.

The other case is *Waite v. Littlewood* (41 L. J. N. S. 636). In that case a sum of Consols and Reduced Annuities had been specifically bequeathed, and the trustees asked for the opinion of the court whether they could sell out and re-invest in any of the statutory investments, notwithstanding that there was no power to vary investments. In giving his opinion in the affirmative, Lord Romilly is reported to have said that what he held in all these cases was, that the only restriction to be placed on the trustees was that they might not invest in any redeemable security at premium, and he allowed the trustees to take a declaration that they might invest "in India Stock if not at a premium," and in other investments mentioned. If Lord Romilly only intended to say that that was the mode in which he exercised his discretion when the sanction of the court was asked, his decision does not really conflict with the other cases we have mentioned; but if he intended to say that a trustee's discretion out of court must be fettered in the way mentioned, it can hardly stand as law in the face of the other authorities. The case, in other respects, seems open to doubt.*

SOME RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

II.

THE admiralty jurisdiction of the county courts has been made the subject of two recent decisions. In *Scovell v. Beavan* (26 W. R. 301, 19 Q. B. D. 428) it was held that the County Courts Admiralty Jurisdiction Act, 1868, does not

deprive county courts, not having admiralty jurisdiction, of their original jurisdiction to try actions to recover damages for injuries caused by collisions between vessels when the amount claimed does not exceed £50. This decision removes any doubt created by the Act of 1868, which empowers county courts possessing admiralty jurisdiction to try (*inter alia*) actions for damage by collision where the amount claimed does not exceed £300 (section 3), and provides that county courts appointed by Order in Council are *alone* to have jurisdiction in each district in any admiralty cause (section 5). In *Robson v. The Kate* (36 W. R. 910, 21 Q. B. D. 13) it was held that damage occasioned by the gear of a sailing ship coming in contact with an object on land is not "damage by collision" so as to give a county court jurisdiction under section 3 of the County Courts Admiralty Jurisdiction Act, 1868. The county courts would, however, by virtue of their ordinary jurisdiction, be able to entertain an action of this kind if the amount claimed did not exceed £50: *Scovell v. Beavan* (*supra*); *Reg. v. Judge of Southend County Court* (13 Q. B. D. 142).

With regard to the jurisdiction of the county courts under the Friendly Societies Act, 1875 (38 & 39 Vict. c. 60), it has recently been held that sections 22 (*d.*) and 30, sub-section 10, which provide for the reference of all disputes between the society and its members to the county court, are merely *permissive*, and not *peremptory*, and that there is, therefore, in a proper case, jurisdiction to remove to the High Court, by *certiorari*, proceedings in an action commenced against a friendly society by one of its members (*Re Royal Liver Friendly Society*, 36 W. R. 8, 35 Ch. D. 332). To oust the jurisdiction of the High Court there must be a clear enactment that the county court alone shall hear and determine the dispute.

The circumstances under which a prohibition to a county court will lie were recently considered by the High Court. In *Reg. v. Judge of Lincoln County Court* (36 W. R. 174, 20 Q. B. D. 167) the county court judge had made an order by way of equitable execution, at the suit of the plaintiff, appointing the registrar of the court receiver of certain funds which, according to the true construction of the terms of a will, the trustees could, entirely in their discretion, pay over to, or withhold from, the defendant. It was contended that, as the county court judge clearly had jurisdiction to appoint a receiver, the proper mode of reviewing his decision was by way of appeal. The court, however, held that an appeal would not lie in such a case, as the order made was in its nature interlocutory, and that the remedy by prohibition was available, the principle being that "a judge cannot give himself jurisdiction by construing an Act of Parliament or a document wrongly." This decision hardly seems to accord with the view hitherto expressed, that whenever the subject-matter of a proceeding is within the jurisdiction of the county court, the decision given, though *erroneous*, cannot be impeached by means of a prohibition (*Pitt-Lewis' County Court Practice*, 3rd ed., vol. 1, p. 155, and cases there cited), a view which, within the last few days, has been emphasized by the Court of Appeal in the somewhat remarkable case of *Reg. v. County Court Judge of Greenwich* (*ante*, p. 58), the facts of which are shortly as follows:—An action was tried before a county court judge and a jury, with whose verdict the judge was dissatisfied. Plaintiff's counsel accordingly moved for a new trial on the ground that the verdict was against the weight of evidence, and also of surprise. The judge refused the application on these grounds, but intimated that, if affidavits of misconduct of the jury could be produced, the application might be renewed on that ground. Subsequently, but within the time limited for moving for a new trial, the suggested application was made and a new trial granted, the judge being satisfied, by the evidence laid before him, that, at the time of the trial, one of the jury was suffering such great pain and inconvenience that, as he alleged, he was unable to pay any attention to the case. The defendants applied to the Divisional Court for a prohibition, which was refused. An appeal from this decision was dismissed by the Court of Appeal. The Master of the Rolls in his judgment stated that he differed altogether from the county court judge in the decision at which he had arrived, but added: "Even though the decision of the county court judge was wrong, and though, if an appeal lay from it, it would almost certainly be set aside, no prohibition would lie. No doubt a grave injustice has been done to the defendants by depriving them of their verdict, but the matter was within the jurisdiction and competence of the

* We have received a valuable communication on the above subject from a correspondent, which we regret we are compelled to hold over till next week.—[Ed. S. J.]

county court judge, and there was no remedy even if he decided wrongly." In *Ingleton v. Maudsley* (36 W. R. 177) it was held that where a plaint contains two claims, one of which is within and the other without the jurisdiction of the county court, a prohibition may be granted as to one only.

The power of a county court judge to grant a new trial, on a second application made to him for that purpose, after having, in the first instance, refused to make the order asked for, has been lately considered in more than one case. The rule deducible from these authorities would appear to be that, if the judge has not exercised his full discretion on the first application, but has only disposed of the grounds then urged, and has, at the same time, given leave to renew the application on a fresh ground, he is not *functus officio*: *Reg. v. Judge of Greenwich County Court* (36 W. R. 668), *Moxon v. London Tramways Co.* (57 L. J. Q. B. 446), *Reg. v. County Court Judge of Greenwich* (*ante*, p. 58).

The right of a defendant to pay money into court, without prejudice to his right to dispute his liability at the hearing, has been established by the recent case of *Harper v. Davis* (36 W. R. 17, 19 Q. B. D. 170), according to which the practice established in the High Court by *Berdan v. Greenwood* (3 Ex. D. 25) must be taken to be incorporated into the County Court Rules, 1886.

The subject of appeals from the county court to the High Court has been considered in several recent cases. In *Jonas v. Long* (36 W. R. 315, 20 Q. B. D. 564) it was held by the Court of Appeal that an appeal upon a question of law would lie from an interlocutory order of a county court in a proceeding within its equitable jurisdiction. This decision created some surprise in legal circles as it had previously been held in several cases—*Carr v. Stringer* (Ell. Bl. & Ell. 123), *Mason v. Wirral Highway Board* (4 Q. B. D. 459), *Reg. v. Judge of Lincoln County Court* (*supra*)—that an appeal did not lie from a decision on any interlocutory matter in actions of a common law nature. The *ratio decidendi*, however, appears to be that the statutory powers given to the Appeal Court in equitable cases were much wider than those conferred on it in common law cases. For, while in the former class of cases power was given to the court to make, on appeal, "such final or other decree or order as it shall think fit" (28 & 29 Vict. c. 99, s. 18), in the latter class of cases it could only grant a new trial or enter judgment (13 & 14 Vict. c. 61, s. 14). The County Courts Act, 1888, however, by section 122 (which applies to both equitable and common law cases), expressly provides that, on the hearing of an appeal from the county court, the High Court "may either order a new trial on such terms as the court shall think just, or may order judgment to be entered for any party, as the case may be, or may make a final or other order on such terms as the High Court may think proper to insure the determination, on the merits, of the real questions in controversy between the parties." It may, therefore, well be contended that, henceforward, in all cases, whether of a common law or equitable character, an appeal will lie from county court orders made in interlocutory proceedings. How it can, in future, lie in the one class of cases and not in the other is difficult to conceive. With regard to appeals in interpleader cases two decisions have been given which must now be noticed. In *Collis v. Lewis* (36 W. R. 472, 20 Q. B. D. 202), it was held that, in an interpleader proceeding in the county court, when neither the money claimed nor the value of the goods claimed, nor the proceeds thereof, exceed £20, no leave to appeal could be given. This decision turned upon the language of the now obsolete County Courts Act, 1867, which, by section 13, gave an appeal by leave only in "actions," thereby excluding, by implication, interpleader proceedings, which are not, strictly speaking, actions. It is now, however, provided by the County Courts Act, 1888, that, even in interpleader proceedings, the judge may grant leave to appeal whenever he thinks it reasonable and proper to do so (section 120). In *White v. Milne* (58 L. T. 225) it was held that, if the claimant in an interpleader proceeding in the county court deposits the appraised value of the goods deposited, such amount being under £20, he has no right of appeal. We have had occasion to comment on this decision on an earlier page of this journal (32 SOLICITORS' JOURNAL, 120). As regards appeals under special Acts, it has been recently held that an appeal will lie from the decision of a county court judge in a dispute determined by him under section 46 of the Agricultural Holdings Act, 1883 (*Hammer v. King*, 57 L. T. 367). In *Wilkinson v. Jagger* (36 W. R. 169, 20 Q. B. D.

423), it was held that as the application to the county court contemplated by the Friendly Societies Act, 1875 (38 & 39 Vict. c. 60), s. 22, sub-section (d), must be taken to be in the form of an action commenced in the county court, and not a reference to the county court judge sitting as an arbitrator, there was an appeal to the High Court from the decision upon such application, which was properly made by notice of motion, and not by special case. As already pointed out (32 SOLICITORS' JOURNAL, 334), the decision given in this case somewhat limits the effect of the previous decision in *Reg. v. Kettle* (17 Q. B. D. 761), which appeared to lay down that in all cases (without any exception) the appeal from the county court to the High Court must now be by notice of motion.

NEW ORDERS, &c.

RULES OF THE SUPREME COURT, DECEMBER, 1888.

1. Order XXXVI., Rules 45, 46, and 47, of the Rules of the Supreme Court, 1883, are hereby annulled, and the following Rules 1 to 5 shall stand in lieu thereof:

ORDER XXXVI. RULE 45.

When an order is made referring any business to the Official Referees appointed under the Principal Act, the order may refer such business to any one in particular of the Referees; but if no particular Referee is named in the order the business shall be distributed among the Official Referees by the clerk to the Senior Official Referee, in rotation or in such other manner as the Lord Chancellor may from time to time direct.

ORDER XXXVI. RULE 46.

2. When an order shall have been made referring any business to the Official Referees, not naming any one of them in particular, the order, or a duplicate of it, shall be produced to the clerk in the last preceding Rule mentioned, who shall indorse on the order the name of the Official Referee to whom that business is to be referred, in accordance with last preceding Rule, and the order so indorsed shall be sufficient authority for the Official Referee to proceed with the business so referred.

ORDER XXXVI. RULE 47.

3. When an order shall have been made referring any business to any one in particular of the Official Referees, the clerk in making the distribution of the business as by these Rules directed shall have regard to such reference.

ORDER XXXVI. RULE 47A.

4. The Senior Official Referee shall make a quarterly return to the Lord Chancellor of the state of the business pending before each Referee, the first return to be made on the 11th day of January, 1889.

ORDER XXXVI. Rule 47B.

5. The Lord Chancellor and the Lord Chief Justice of England, or either of them, shall have power to order the transfer of any causes or matters from any one or more of the Official Referees to any other or others of them whenever in his opinion it shall be expedient so to do, having regard to the state of the business pending before the Referees.

ORDER XXXVI. RULE 57A.

6. The direction in Rule 57 mentioned may be made to any one of the Official Referees, or to the Official Referee in rotation; and in such case the powers given by the said Rule to the Officer of the Court therein mentioned shall be exercised by such Official Referee; and the provisions of the Rules as to the distribution of business among the Official Referees shall apply to directions given under Rule 57.

7. Order XXXVII., Rule 39, of the Rules of the Supreme Court, 1883, is hereby annulled, and the following Rule shall stand in lieu thereof:—

ORDER XXXVII. RULE 39.

The examination of any witness or person ordered to be taken under Rules 1 and 5 of this Order shall, in any cause or matter in any Division of the High Court, unless the Court or a Judge shall otherwise direct, be taken before one of the Examiners of the

Court: provided that nothing in this Rule shall interfere with the practice as to examinations in Admiralty actions.

ORDER XXXVII. RULE 52.

8. Every Examiner of the Court, and every other person appointed to take an examination under this Order shall indorse on the depositions, when he transmits them to the Central Office, a statement of the hours within which the examination began and ended.

ORDER LI. RULE 1A. PROVISIO.

9. Order LI, Rule 1A, shall be read as if the following words were added thereto:—Provided always, that the Judge shall not authorize the said proceedings altogether out of the Court, unless and until he is satisfied, by such evidence as he shall deem sufficient, that all persons interested in the estate to be sold, mortgaged, partitioned, or exchanged are before the Court or are bound by the order for sale, mortgage, partition, or exchange, and every order authorizing the said proceedings altogether out of Court shall be prefaced by a declaration that the judge is so satisfied as aforesaid, and a statement of the evidence upon which such declaration is made.

ORDER LIV. RULE 9A.

10. In any cause or matter on the application of any party thereto, any Master of the Supreme Court, Registrar, Taxing Master, or Chief Clerk may, and if the circumstances require it shall, hear and dispose of any application therein on behalf of any other Master, Registrar, Taxing Master, or Chief Clerk respectively by whom the application would otherwise have been heard; and any taxing officer may tax costs under Order XIV. of the Rules of the Supreme Court or other short bills of costs in all causes and matters, whether assigned for taxation to him or to any other taxing officer of the same Division of the High Court.

ORDER LV. RULE 13A.

11. In all cases in which the Court has jurisdiction to appoint new trustees upon petition, an application may be made to a Judge in Chambers by summons, and new trustees thereupon appointed. The summons shall be intitled in the same manner as the petition ought to have been, and shall be served upon the same persons upon whom the petition ought to have been served.

ORDER LV. RULE 15A.

12. The first proviso to Order LV., Rule 15, is hereby annulled, and the following proviso shall stand in lieu thereof:—Provided that no order appointing a new trustee, or for general administration, or for the execution of a trust, or for the appointment or for accounts or inquiries concerning the property of a deceased person or other property held upon any trust or the parties entitled thereto, shall be made except by the Judge in person.

ORDER LIX. RULE 8A.

13. Every application for a prohibition to a County Court other than an application by the Attorney-General shall be brought by notice of motion served on the parties to the proceedings in the County Court, or such of them as may not be applicants for the prohibition.

ORDER LIX. RULE 18.

14. Appeals from Inferior Courts shall in the construction of Order LIX. include every appeal, motion, or application to set aside or vary any verdict or judgment in or of any County Court, or for a new trial in action in the High Court remitted to such County Court for trial or otherwise.

15. These Rules shall come into operation on the 11th of January 1889, and may be cited as the Rules of the Supreme Court, December, 1888, or each Rule may be cited by the heading thereof with reference to the Rules of the Supreme Court, 1883.

(Signed) HALSBURY, C.
COLERIDGE, C.J.
ESHER, M.R.
NATH. LINDLEY, L.J.
EDW. FRY, L.J.
H. MANISTY, J.

December 19, 1888.

STAMP DUTIES.

THE Board of Inland Revenue direct attention to the fact that the stamp duties, at the rate of 1s. per cent, imposed by section 12 of

the Customs and Inland Revenue Act, 1888, will become payable, on the occasion of the first delivery in the United Kingdom of the certificates and securities therein mentioned, on or after the 1st of January, 1889. Adhesive stamps appropriated to the year 1889, have been provided, and will be issued to the public, either on sale or in exchange for unused stamps of the year 1888, on the 31st inst., at this office, at the office of the Distributor of Stamps at the Stock Exchange, London, E.C., and at the principal offices of Inland Revenue. In addition to the stamps at the rates of duty supplied for the current year, a stamp of the value of 4s. has been provided. Applications for the exchange of unused 1888 stamps applicable to the year 1889 cannot be received after the 30th of June, 1889.

(By Order)

Inland Revenue Office, Somerset House,
London, W.C.

W. H. COUSINS.

CORRESPONDENCE.

THE CHANCERY REGISTRARS.

[To the Editor of the Solicitors' Journal.]

Sir,—Whether what I wrote to the Lord Chancellor resolves itself into a charge against a public official or not, your correspondent "Agnotus" will find that the records of my office will be too strong for him. I know my clerks and myself attended diligently to the business of getting the order drawn up every day, and I challenge "Agnotus" and all his host to contradict a word I have said. It can be corroborated if necessary by several persons outside my office. I think that correspondents who venture to make attacks anonymously upon a solicitor's practice, are parties who may be afflicted with regret for what they do, and not the solicitor. But I am glad I have roused at least someone to make an inquiry. He shall have plenty of opportunity at my hands, and, sooner than he expects, he may find the Parliamentary inquiry I am promoting will cheerfully assist his labours.

EDMUND KIMBER.

15, Walbrook, E.C., Dec. 15.

SALE BY SURVIVING PARTNER.

[To the Editor of the Solicitors' Journal.]

Sir,—I was surprised to find in your impression of to-day (p. 103) two categorical statements to the effect that where real estate acquired for partnership purposes is limited to the partners in joint tenancy as part of their partnership property, the survivor cannot, in the absence of a special power, make a good title without the concurrence of the personal representatives of the deceased. I am aware that in practice it was common to procure such concurrence; but I have always regarded it as needless, and I had supposed that after Mr. Justice North's judgment in *Re Clough* (31 Ch. D. 324) the practice would die out. Lord Justice Lindley, in his 5th edition, p. 341, states, without any qualification, that a surviving partner in whom the whole legal estate is vested "can mortgage it for partnership debts, and sell it for the purpose of winding up the affairs of the partnership."

L. W. L.

Dec. 15.

[See observations under head of "Current Topics."—Ed. S. J.]

COUNTY COURTS ACT, 1888, SECT. 65.

[To the Editor of the Solicitors' Journal.]

Sir,—The wording of this section had been a matter of consideration by me before reading the remarks on it in your last number. I presume there can be no doubt that the intention of the Legislature was as stated by you; therefore effect should be given, if possible, to it. Is it not possible to read the section in question with reference to the provisions of the previous one, which gives jurisdiction by agreement to the judge of any court to try all actions assigned to the Queen's Bench Division? Consequently any action for £100, under the provisions of that section, might have been commenced in the particular court contemplated by section 65.

Dec. 17.

DISTRICT REGISTRAR.

[We propose to consider our correspondent's suggestion next week.—Ed. S. J.]

It is stated that Mr. W. H. Cooke, Q.C., county court judge for the Northampton and Oxford Circuit, has resigned his office.

All banking transactions on account of the Supreme Court Pay Office will be carried on in future at the new branch of the Bank of England in Fleet-street.

CASES OF THE WEEK*

Court of Appeal.

BADCOCK AND ANOTHER v. HUNT—No. 1, 18th December.

LANDLORD AND TENANT—COVENANT BY LESSOR TO PAY RATES—ALL RATES IMPOSED—WATER SUPPLIED TO PREMISES—WATER-RATE.

The plaintiffs were tenants to the defendant under a lease dated October 4, 1886, of a warehouse and premises in the City of London. The lease contained a covenant by the lessor (the defendant) that he, the lessor, would bear, pay, and discharge "all rates, taxes, and impositions whatsoever, whether parliamentary, parochial, or imposed by the Corporation of the City of London or otherwise howsoever, which now are or which hereafter shall or may be rated, charged, or assessed on the said premises or any part thereof, or on the said yearly rent, or on the landlord, owner, or tenants of the said premises in respect thereof." The water supply to the premises was provided by the New River Co., the water-rate being charged according to the annual value of the premises. The plaintiffs, having paid the water-rate, brought this action in the City of London Court to recover it from the defendant under the covenant. The judge and the Divisional Court held that the defendant was liable upon the authority of *The Direct Spanish Telegraph Co. v. Shepherd* (32 W. R. 717, 13 Q. B. D. 202). The defendant by leave appealed.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) allowed the appeal. Lord ESHER, M.R., said that the covenant in *The Direct Spanish Telegraph Co. v. Shepherd* was different from the covenant here, and so he expressed no opinion whether that case was rightly decided or not. The words, "or otherwise howsoever," meant otherwise howsoever imposed. A water-rate was not a rate imposed. A liability to which a person was subject solely by his own consent could not be said to be imposed upon him. The liability to pay for goods ordered in a shop might in one sense be said to be imposed by law, but that was not such an imposition as was described here. The words of the covenant shewed that the rate must be imposed by compulsion. The tenants, therefore, were not entitled to recover it from the lessor. FRY, L.J., concurred. This was a rate in one sense, but in substance it was a payment for the supply of water. There was no compulsion on the occupiers to take the water. It was not a rate imposed. It was not imposed by some higher power as an obligation to pay whether the occupiers wished it or not. LOPES, L.J., said that this was not a rate imposed any more than the obligation to pay for the wine or beer which a person had in his cellar.—COUNSEL, *Winch*, Q.C., and *W. E. Hume Williams*; *Finlay*, Q.C., and *C. E. Jones*. SOLICITORS, *A. Harris*; *A. H. Hunt & Co.*

SHARPE v. WAKEFIELD—No. 1, 14th and 15th December.

LICENSING—RENEWAL—DISCRETION OF JUSTICES TO REFUSE—9 GEO. 4, c. 61, s. 1—35 & 36 VICT. c. 94, s. 42—37 & 38 VICT. c. 49, s. 26.

This was an appeal from the decision of a divisional court (Field and Wills, JJ.) (reported 36 W. R. 634, 21 Q. B. D. 66), and it raised a question of great importance—namely, whether licensing justices have the same absolute discretion to refuse the renewal of a licence which they have in regard to a new grant. On September 10, 1887, William Ridding applied to the licensing justices of the Kendal division of Westmoreland for a grant by way of renewal of a licence for the sale by him of intoxicating liquors at the Low Bridge Inn at Kentmere. The renewal was refused, and thereupon the owner of the inn appealed to the quarter sessions, who, after hearing evidence, refused to renew the licence on the ground of the remoteness of the house from police supervision and the character and necessities of the neighbourhood in which it was situated. A special case was stated on the application of the owner, but the Divisional Court upheld the decision of the justices. The owner appealed, contending that the licensing justices had no power, on the application for a renewal, to entertain any grounds of objection other than those affecting the personal character of the licensed person or the conduct of the house.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) dismissed the appeal, and affirmed the decision of the Queen's Bench Division. Lord ESHER, M.R., said that the case was undoubtedly one of great importance. The power of licensing was given to justices by the Licensing Act, 1828 (9 Geo. 4, c. 61), s. 1. That section spoke of two classes of persons, those "keeping," and those "about to keep" inns, alehouses, and victualling houses, but it gave the same discretion to justices with regard to each. Those two classes were practically those who asked for new grants and those who asked for renewals, and it was clear, therefore, that by the Act of 1828 the justices had the same discretion in both cases. That discretion was absolute and unqualified. They were to grant licences to such persons as, in the exercise of their discretion, they should deem fit and proper. That was the plain interpretation of that section of the Act of 1828, and unless that section had been altered by a subsequent Act, or unless some subsequent Act had contained some legislative declaration that its meaning was different, it still stood. It had been contended that the discretion so given to the justices had been limited in the case of renewals by the Act of 1872 (35 & 36 Vict. c. 94), s. 42, and by the Act of 1874 (37 & 38 Vict. c. 49), s. 26. Section 42 of the Act of 1872 provided that where a licensed person applied for a renewal of his licence, he need not, unless required by the justices, attend the licensing sessions in person. That was put in because of the inconvenience which had resulted from the requirement, by section 12 of the Act of

1828, that all applicants should attend in person. Then section 42 went on to enact that the justices should not take any objection to the renewal of a licence unless the holder had been served with notice of opposition; and the section concluded "subject as aforesaid, licences shall be renewed, and the powers and discretion of justices relative to such renewal shall be exercised as heretofore." That was a clear reference back to the discretion given by the Act of 1828. Then section 26 of the Act of 1874 recited section 42 of the Act of 1872, and provided that the requisition for the personal attendance of an applicant for a renewal should not be made, "save for some special cause personal to the licensed person to whom the requisition is sent," and further enacted that the notice of opposition required by section 42 should state in general terms the grounds of the opposition. It had been contended that the effect of those two sections was to deprive the justices of their discretion to refuse to grant a renewal on any grounds except those "personal to the licensed person." He could not think so. The sections merely affected procedure, and must be read together. They simply prevented the justices from sending a general notice to all applicants for a renewal to attend the sessions. Justices could only require the attendance of applicants for some cause personal to such applicants. The discretion given by the Act of 1828 was, therefore, unaffected, and the justices had the same absolute judicial discretion to refuse a renewal as they had to refuse to grant a new licence. This view was confirmed by section 19 of the Beerhouse Act, 1869 (32 & 33 Vict. c. 27), and by the decision of Cockburn, C.J., in *R. v. Smith* (48 L. J. M. C. 38). FRY and LOPES, L.JJ., delivered judgment to the same effect.—COUNSEL, *Candy*, Q.C., and *L. Sanderson*; *Addison*, Q.C., and *Poland*. SOLICITORS, *Sykes*, for *Watson*, *Kendal*; *Nicol*, *Son*, & *Jones*, for *Bolton*, *Kendal*.

Re LEIGH, LEIGH v. LEIGH—No. 2, 14th December.

INFANT WARD OF COURT—MARRIAGE WITHOUT LEAVE OF COURT—JURISDICTION TO COMPEL SETTLEMENT—INFANTS' SETTLEMENT ACT, 1855 (18 & 19 VICT. c. 43), s. 4.

The question in this case was whether, under the Infants' Settlement Act, 1855, the court has jurisdiction to compel an infant ward of court to make a settlement of his or her property on his or her marriage. Section 4 of the Act provides that: "From and after the passing of this Act it shall be lawful for every infant upon or in contemplation of his or her marriage, with the sanction of the Court of Chancery, to make a valid and binding settlement, or contract for a settlement, of all or any part of his or her property, or property over which he or she has any power of appointment, whether real and personal, and whether in possession, reversion, remainder, or expectancy; and every conveyance, appointment, and assignment of such real or personal estate, or contract to make a conveyance, appointment, or assignment thereof, executed by such infant, with the approbation of the said court, for the purpose of giving effect to such settlement, shall be as valid and effectual as if the person executing the same were of the full age of twenty-one years, provided always that this enactment shall not extend to powers of which it is expressly declared that they shall not be exercised by an infant." In the present case a male infant ward of court on the 17th of October, 1885, married without the leave of the court. On the 10th of June, 1886, Kay, J., made an order under the Act, directing an inquiry whether the infant had contracted a valid marriage, and, if so, that a proper settlement of his property upon such marriage should be settled by the judge, and the infant was ordered to execute such settlement under the provisions of the Act. A deed was accordingly settled, and approved as a proper settlement of the infant's property pursuant to the order. The settlement contained no provision for enabling the settlor to obtain control of any part of the capital of the property comprised in it at any time during his life, and it did not authorize the application of any part of the trust funds in the purchase of land, or even in the purchase or furnishing of a residence for the settlor. On the 5th of December, 1886, the settlement was executed by the settlor, he being still an infant. He executed the same without independent advice, and in obedience to the order of the 10th of June, 1886, by which he was positively ordered to execute the deed. He had been told that he had committed a grave contempt of court by being married without the consent of the judge, and that he ought at once to submit himself to the judgment of the court, and to execute such settlement as the judge might direct. He had expressed his wish not to execute any settlement until he came of age, but he executed the settlement in the belief that, if he did not do so, he would be punished by the court, and would be refused any allowance for his maintenance. He attained twenty-one on the 1st of April, 1887, and on the 2nd of April, 1887, he served notice of a motion in the Court of Appeal by way of appeal from the order of the 10th of June, 1886.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) allowed the appeal. COTTON, L.J., said that, however good it might be for the parties, the court had no jurisdiction to order an infant ward of court to execute a settlement which would deprive him of his property. It was a different case from that of a man who married an infant ward of court without the sanction of the court, when the court in consequence committed him for contempt, but allowed him to purge his contempt by making a settlement of the infant ward's property. That was not the case here. In *Seaton v. Seaton* (13 App. Cas. 61) the House of Lords decided that there was no jurisdiction for the court under such circumstances as the present to compel a ward of court to execute a settlement of his or her property. His lordship declined to express any opinion whether the Act applied to a post-nuptial settlement. In the present case the infant had been told that he had better submit to the order of the court and execute the settlement, but he was not told that the court had no jurisdiction to make an order directing him to execute a settlement of his property. LINDLEY, L.J., said that in the court below it seemed to be taken for granted that, if a ward of court married, the court had jurisdiction to

* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

make an order directing the ward to execute a settlement of his or her property. The Act said that a settlement might be made by an infant with the sanction of the Court of Chancery, but it did not give the court jurisdiction to compel such a settlement to be made. His lordship thought that the order had been made *per incuriam*. *BOWEN, L.J.*, concurred.—COUNSEL, *Romer, Q.C., Daune, and Reginald J. Neville; Graham Hastings, Q.C., and Swinfen Eady; Methold. SOLICITORS, Parker, Garrett, & Parker; Loue & Co.; Roucliffes, Roule, & Co.*

High Court—Chancery Division.

SMART v. TRANTER—Kay, J., 15th December.

PRACTICE—HUSBAND AND WIFE—PROBATE GRANTED OF VOID WILL OF MARRIED WOMAN—REMEDY OF HUSBAND.

A married woman (married before the Married Women's Property Act, 1882), possessing no separate estate and no testamentary capacity by assent of her husband or otherwise, made a will by which she left away from her husband two sums, a legacy and a debt due to her. The husband had not reduced these sums into possession and there was no marriage settlement. The wife died, and the widower entered a caveat against proof of the will, but afterwards withdrew it, and the will was proved. He now brought an action against the executor to recover the two sums, on the ground that the will was void.

KAY, J., said that the plaintiff had mistaken his remedy. By suing the executor in this court he treated the will as valid, and therefore had no title. The will was a nullity, but the present practice appeared to be to grant probate of wills of married women. He must apply in the Probate Division to recall the probate, and then take out administration to her. The withdrawal of the caveat did not matter. Action dismissed with costs.—COUNSEL, *Marten, Q.C., and Nalder; Eustace Smith. SOLICITORS, Collyer-Bristow & Co., for Wood & Audry, Chippenham; Morse & Farman, for A. W. Boodle, New Swindon.*

GUY v. CHURCHILL—Chitty, J., 18th December.

BANKRUPTCY—ASSIGNMENT OF RIGHT OF ACTION—MAINTENANCE—CHAMPERTY—BANKRUPTCY ACT, 1883, s. 57, SUB-SECTION 8; s. 168.

In this case the question arose as to whether an assignment by the trustee in bankruptcy of the bankrupt's right of action was void as being within the well-known restrictions against unlawful maintenance or champerty. The bankrupts were a firm of timber merchants, and prior to their bankruptcy had instituted against their brokers an action to reopen accounts, charging fraud. The assignment in question was given to one Ford, and by its terms he was to carry on the action at his own risk and expense, retaining three-fourths of the proceeds if successful, and giving the other fourth to the trustee for the benefit of the bankrupt's estate. Ford was himself a creditor in the bankruptcy, and was acting for other creditors. He retained the plaintiff's solicitors, who were also creditors, to continue the action in his name. Ford having obtained an *ex parte* order to carry on the action, the defendants moved to set aside the order on the ground that the assignment was champertous.

CHITTY, J., said that, apart from the Bankruptcy Acts and the relationship of the parties, the assignment was void for champerty. *See v. Lawson* (15 Ch. D. 426) was, however, a clear authority that the assignment could not be impeached for maintenance merely. It was, however, argued that the maintenance here was of so unlawful a kind that it was not within the provisions of the Bankruptcy Act, 1883, s. 57, sub-section 8, and s. 168. It was, however, a strange thing to say that under the Act the bankrupt's right of action might be sold out and out, but not if the terms were that part of the fruit of the action was to return to the bankrupt's estate and be divisible amongst the creditors. Unquestionably the creditor under a bankruptcy or the creditors as contributories under the liquidation of a company might lawfully maintain the action of the trustee or liquidator for the common benefit. He was aware of cases in chambers where such transactions had been sanctioned by the late Master of the Rolls on the terms that the creditors willing to carry on the litigation should do so at their own risk and for their own benefit. On the other hand, he knew of no case where, the actual interest of the parties being sufficient to justify maintenance, the transaction had been avoided merely because they had agreed to divide the subject-matter of the litigation amongst themselves or some of themselves in a manner not in accordance with their actual title. Any argument based on the circumstance that the solicitors of the plaintiffs in the action were retained by Ford was disposed of by the fact that the solicitors were themselves creditors. Ford, moreover, was under no obligation to continue to employ them as his solicitors in the action. The defendants' motion was refused, with costs.—COUNSEL, *Romer, Q.C., and Ingle Joyce; Maidlow, and L. E. Pyke. SOLICITORS, Hollams, Son, & Concord; Irvine & Hodges.*

Re THE QUEBRADA RAILWAY, LAND, AND COPPER CO. (LIM.)—

North, J., 18th December.

COMPANY—REDUCTION OF CAPITAL—ORDINARY AND PREFERENCE SHARES—LOST CAPITAL—RESOLUTION FOR REDUCTION OF ORDINARY CAPITAL ONLY—CONFIRMATION BY COURT—DISCRETION—COMPANIES ACT, 1867, ss. 9, 11—COMPANIES ACT, 1877, s. 3.

This was a petition by the company for the confirmation of a special resolution for the reduction of the capital of the company, the question being whether a resolution for the reduction of one class only of the capital ought to be confirmed. The capital consisted of £1,000,000 ordinary capital, divided into 100,000 shares of £10 each, and £100,000

preference capital, divided into 100,000 shares of £1 each. Of the ordinary shares 80,659 had been issued, and of the preference shares 37,518 had been issued, and all the shares so issued had been paid up in full. The preference shares were created in 1886, and were entitled to a preferential dividend of ten per cent., but they had no preference as regarded capital. The company had lost paid-up capital to the extent of £80,659. The special resolution provided that the reduction should apply to the ordinary capital only, the preference capital being left untouched. The sum of £1 was to be written off each of the 80,659 ordinary shares which had been issued and paid up in full, and the resolution provided that the ordinary capital should in future consist of £919,341, divided into 306,447 shares of £3 each, of which 241,977 were to be treated as fully paid up, the remainder being as yet unissued. The notices convening the respective meetings at which the resolution was passed and confirmed stated exactly the terms of the resolution which it was intended to pass, but they did not expressly call the attention of the shareholders to the fact that the effect of the resolution would be to give to the preference shareholders a preference in regard to capital to which they were not previously entitled, by throwing the loss of capital on the ordinary shareholders exclusively. The resolution was passed at both meetings by the unanimous vote of the shareholders who were present or were represented by proxy, but at the first meeting only about one-third in value of the shares were present or represented, and at the second meeting only about one-fourth. No ordinary shareholder had since raised any objection to the resolution, and no ordinary shareholder appeared on the hearing of the petition, though the petition had been advertised.

NORTH, J., refused to confirm the resolution. He did not feel at liberty to do so. He thought that the proposal that the whole burden of the loss which had been incurred should be thrown upon the ordinary shareholders was not fair as between the two classes of shareholders. Under the resolution which created the preference shares the preference shareholders had no preference as regarded capital. *Prima facie*, therefore, all the shares ought to be reduced *pari passu*, or rateably. It was said that the matter had been brought before the ordinary shareholders, and that they had assented to the proposal. If all the ordinary shareholders had in fact assented, with full information, no injustice would be done to them. It was said that they had all in effect assented, by reason of the resolution which was passed unanimously at the meetings. But only a small number of shareholders were present at the first meeting, though they held proxies for others to a considerable amount. It would not be fair to say that the persons who had given proxies were for this purpose bound in the same way as if they had been present. But, even if full effect were given to the proxies, only about one-third in value of the shareholders were represented at the first meeting, and only about one-fourth at the second meeting. It was said that all the shareholders had notice, and that those who did not choose to go to the meetings were bound by the unanimous vote of the shareholders who were present. But the notices of the meetings, though they stated exactly what it was proposed to do, did not sufficiently call the attention of the shareholders to the effect of what was proposed—viz., that, while, according to the existing constitution of the company, the loss ought to be borne equally by all the shareholders, it was proposed that it should be borne by one class—a large one, no doubt—to the exclusion of the other. Under the circumstances, his lordship could not hold that the attention of the shareholders was sufficiently directed to the fact that the constitution of the company was being altered, or that the absent ordinary shareholders were bound. Under the circumstances, it would not be fair or equitable to confirm the resolution. His lordship said that the judgment of Kay, J., in *Re The Direct Spanish Telegraph Co.* (34 Ch. D., at p. 312) precisely applied to the present case, and shewed that the court ought not either to confirm the resolution, or to take any steps to ascertain the wishes of the shareholders by directing a meeting to be called or otherwise. He would not dismiss the petition, but would order it to stand over generally, with liberty to amend. Leave would also be given to the company not to make use of the words "and reduced" as part of their name until further order.—COUNSEL, *Napier Higgins, Q.C., and Stroud. SOLICITORS, H. Kimber & Co.*

Re CRAWSHAY, DENNIS v. CRAWSHAY—North, J., 17th December.

ADMINISTRATION ACTION—SCHEME FOR SALE OF TESTATOR'S INTEREST IN A BUSINESS TO A LIMITED COMPANY—SANCTION OF COURT—JURISDICTION.

This was a petition in an administration action, asking the court to sanction some conditional agreements which had been entered into for the sale of the testator's share in a mining and manufacturing business to a limited company, the purchase-money being paid in shares of the company, which were to be distributed among the persons beneficially interested under the testator's will, or their trustees, some of the interests being settled by the will. The will did not authorize the investment of the trust property in the shares of a limited company. Two agreements had been entered into, one for the sale to the company, the other for the distribution of the shares among the persons entitled under the will. It was alleged that the proposed scheme was the only mode in which it was possible to realize the testator's share in the business advantageously.

NORTH, J., held that he had no jurisdiction to sanction the proposed scheme. He said that he could only consider the proposed scheme as a whole. He could not separate that part of the scheme which contemplated the sale of the assets from that part which contemplated the division of the shares to be given as the price among the persons entitled under the will. That was a thing not contemplated by the testator. If he were to sanction the scheme he would not be administering the trusts of the will, but altering them. His lordship afterwards, upon a summons, gave leave to apply in chambers, at the expense of the estate, for the settlement

of the draft of a Bill in Parliament to enable the scheme to be carried out.—COUNSEL, *Montagu Crankanthorpe, Q.C., and H. Fellows; Everett, Q.C., and Blakesley; Phipson Beale, Q.C., and Leonard Field; Cozens-Hardy, Q.C., and Townsend; G. T. Mullar; Christopher James; Warrington; A. Rowden; G. Curtis Price.* SOLICITORS, *Cookson, Wainwright, & Pennington; Carlisle, Unna, & Rider; Field, Roscoe, & Co.; Hurford & Taylor; Ashurst, Morris, & Co.; J. T. & G. F. Marshall; Wilkins, Blyth, & Co.; E. Bromley; F. Taylor.*

Re LAVERY AND KIRK—Stirling, J., 12th December.

VENDOR AND PURCHASER—PURCHASE OF ENCLOSED LAND—RIGHT OF WAY—VENDOR AND PURCHASER ACT, 1874, s. 9.

This was a summons under the Vendor and Purchaser Act, 1874, asking (*inter alia*) for a declaration that the purchaser was not entitled to any right of way to the piece of ground and premises comprised in the contract. On the 24th of January, 1887, a contract was entered into between R. B. Lavery, the vendor, and Kirk, the purchaser, for the sale of a piece of ground situated on the west of the Oxford Music Hall, and bounded on the other side by other land belonging to the vendor. Clause 4 of the contract provided that the purchaser should within six months of the contract build upon the land retained by the vendor, and immediately adjoining the land agreed to be sold, a brick wall, at a height not less than the present west wall of the Oxford Music Hall, and in a position indicated by a line upon a plan which was annexed to the contract. Clause 6 provided that in the erection of the wall the purchaser should be entitled to enter upon the ground retained by the vendor, to dig and trench for and place materials for the footing of the wall, but for no other purpose. At the time of the contract the purchaser had some idea of erecting on the piece of ground a building which was in some way intended to be used in connection with the Oxford Music Hall. The negotiations, however, with regard to this object fell through. Certain requisitions had been made upon the title. The wall was built before the abstract was delivered. The requisitions which had been made had all been cleared off by the vendor, and the purchaser made no further requisition until the 1st of May, when for the first time he claimed a right of way.

STIRLING, J., said that the whole question of specific performance having been abandoned, he was simply asked to decide whether the purchaser was entitled to ask for a right of way. That was a question upon the construction of the contract. Was this, then, a requisition within section 9 of the Vendor and Purchaser Act? In his lordship's opinion it was. The vendor was clearly applying in respect of a requisition arising out of the contract. His lordship thought that he was not bound to satisfy himself that the court would decree specific performance; so to hold would be to limit unduly the operation of a very useful Act of Parliament. On the question as to whether the purchaser was entitled to the right of way claimed by him, his lordship thought he was not. The purchaser had carefully stipulated for what he wanted, and he was not entitled upon the contract to insist upon a right of way, which, if it had been intended to provide for, would no doubt have been clearly expressed.—COUNSEL, *Hastings, Q.C., and D. L. Alexander; Farwell.* SOLICITORS, *H. Montagu; Mackerrill & Co.*

Solicitors' Cases.

Re UNITED KINGDOM LAND AND BUILDING ASSOCIATION (LIM.)—Chitty, J., 19th December.

PRACTICE—SOLICITOR AND CLIENT—COSTS—WINDING UP—SOLICITOR TO OFFICIAL LIQUIDATOR—COMPANIES ACT, 1862, s. 97—SOLICITORS' REMUNERATION ACT, 1881—SCALE CHARGES—ELUTION.

In this case the question arose as to the scale of costs payable to the solicitor of an official liquidator appointed under the Companies Act, 1862, s. 97, to assist the liquidator in the performance of his duties. It appeared that the solicitor, after his appointment, informed his client, pursuant to clause 6 of the General Order made in pursuance of the Solicitors' Remuneration Act, 1881, that he elected that his remuneration for work in connection with the sale of the leasehold property of the company should be under schedule II. and not by scale. The liquidator accepted and adopted the notice under the belief that he had power to do so without reference to the court, and that, under the circumstances of the case, it was a fair and reasonable course. The taxing master had disallowed the charges under schedule II., and allowed only the scale fees.

CHITTY, J., said that it was the duty of an official liquidator, as an officer of the court, to protect the assets of the company, and to act with ordinary prudence and see that the work was to be paid for on the most economical scale, and that, as in most cases, it would be impossible for a liquidator to determine this question for himself, he ought, on receiving such a notice, have obtained the directions of the judge in chambers. The applicant had not followed that course, but had employed a solicitor upon terms which, as appeared on taxation, were more expensive than those provided by the scale fees. He accordingly dismissed the summons to review taxation, and declined to allow the liquidator the costs of it out of the assets.—COUNSEL, *Romer, Q.C., and W. M. Cann.* SOLICITOR, *Montagu Hawkins.*

Re A SOLICITOR, Ex parte THE INCORPORATED LAW SOCIETY—Q. B. Div., 17th December.

R. T. Reid, Q.C. *Hollams* with him, moved, pursuant to notice, calling on a solicitor to shew cause why he should not be struck off the rolls. The learned counsel said that the facts, which were not disputed, were very

short. The solicitor brought a partition suit in a county court where the estate was only worth £360 and the solicitor's costs were £370. [HUDDLESTON, B.—Is this not a case for the master to tax the costs and report?] I think not, as the costs have been already taxed down to a small amount, and the learned county court judge has disallowed even the costs that were allowed on taxation. Certain house property in Croydon was held by a man named Coppin, and he acquired it by adverse possession. He died, leaving the property for life to his widow, and, after her death, to his five children and a man named Smith in equal shares. The widow was desirous of selling, and an application was made to Pearson, J., under the Settled Land Act, for the appointment of two trustees for enabling a sale to be effected. The order was made, and shortly after the widow died, leaving a will purporting to leave all the property to one daughter, Mrs. Allen. Counsel's opinion was taken to the effect that Mrs. Allen took nothing under her mother's will. The solicitor then took proceedings for Mrs. Allen and Mr. Smith in a partition suit in the county court, although by agreement the property could have been sold and the proceeds divided without any such suit. An order was made for inquiries and also for a receiver. The value of the property was 10s. per week, and the receiver received about twelve weeks' rent. The costs of the solicitor for appointing the receiver came to £49. There were 14 attendances before the registrar. An order was made in December, 1886, directing that all costs should be paid. The property was sold for £360. The solicitor made a further application for costs as representing the two trustees. [HUDDLESTON, B.—This is clearly a case for a master.]

Finlay, Q.C. (E. H. Bullen, J. C. Earle, and H. A. Smith with him).—My client wishes it to be disposed of at once. All these proceedings were taken by the express authority of Mrs. Allen.

HUDDLESTON, B.—But that would not protect a man in the position of a solicitor if he brings proceedings which he knows will squander the whole estate.

After some further discussion the case was sent to a master to report upon.—*Times.*

LAW SOCIETIES.

UNITED LAW SOCIETY.

Dec. 17.—Mr. Kains-Jackson moved the postponement of the confirmation of the minutes by way of protest against the resolution passed at the last meeting, condemnatory of the Marquis of Salisbury's Edinburgh speech. After some discussion, in which Messrs. Green, Clifton, and Moyle took part, the motion was put to the House and lost by the casting vote of the chairman. Mr. Kains-Jackson then moved "That the abolition of negro slavery is a mistake." The following spoke:—For the motion: Messrs. Eiloart, Lee, Nash, and McIlwraith; against: Messrs. Moyle, Clifton, and Common. The motion was lost by an overwhelming majority.

LAW STUDENTS' JOURNAL.

THE HILARY BAR EXAMINATIONS.

These examinations commenced this week. The papers set seem of the ordinary easy character. The opening test in Real and Personal Property is about up to the standard of the Solicitors' Intermediate as it stands on paper, and we should doubt if the percentage of marks required is as high. Such questions as "Describe the ordinary incidents of a joint tenancy," "Enumerate and classify the various kinds of life estates which may subsist in freehold and copyhold lands," "Explain the requisites of a valid stoppage *in transitu*," "Describe the means by which a testamentary disposition may be revoked during the lifetime of the testator," are hardly formidable obstacles. As to the last question there may be some awful catch, but we fail to remember how a testamentary disposition can be revoked after the death of the testator, though we once remember an unfortunate student who stated that a will was revoked by death. The common law paper was somewhat harder; in fact, this is generally the hardest paper at this examination. Matters run in very similar grooves at the bar examinations. We have not seen the equity papers yet, but we should not be surprised if the oft-repeated questions as to *Thellusson's* Act and strangers to the contract suing for specific performance were to re-appear.

THE SOLICITORS' HONOURS PRIZEMEN.

We have gleaned the accompanying facts about the previous training and career of the first four prizemen:—

Mr. HENRY PREUSS ARNHOLZ, the winner of the Clement's-inn prize, born at Cores, near Cape Town, of which town his father was mayor, and entered University College School in 1878. Mr. Arnholz took a prominent part in the debates held at the college, and matriculated in the 1st Division at London University at the age of sixteen. In 1884 he was articled to Mr. Francis Ince, of the firm of Inglewood, Ince, & Colt, and passed the Intermediate in November, 1886. Mr. Arnholz was privately "coached" for the final, but did not attend any lectures of the Incorporated Law Society, though he spent some time in the society's library.

Mr. HADDEN TODD, who carried off the Clifford's-inn prize, was educated at Haileybury, and was articled to Mr. J. B. Newton, of the firm of Laces, Bird, Newton, & Richardson, of Liverpool. During his articles he attended the lectures given by the Liverpool Law Students' Association

and University College, the Liverpool Law Students' Society, and the Liverpool Board of Legal Studies, and was honorary secretary of the former throughout 1887. At the examinations held at the end of the courses of lectures above-mentioned Mr. Todd gained several prizes. During the last three months previous to the Final he was privately "coached" for the examination.

Mr. STEBBING RUSSELL, the New-inn prizeman, was educated at Bedford County School, at which he gained several prizes and medals. During his articles he has attended one set of the Incorporated Law Society's lectures, and was privately "coached" for the Final.

Mr. J. R. CATTLE, who was fourth in the list of prizemen, was educated at Southolme School, Gainsborough. Mr. Cattle served his articles with Mr. R. H. Buckby, at Leicester, up to July, 1887. He was unable to attend any of the Incorporated Law Society's lectures, being busily engaged in managing a department of Messrs. Clinton & Buckby's business till the eve of the examination. He, however, was able to occasionally receive some private "coaching" previously to the examination, and has succeeded in carrying off the first prize of those prizes which are more especially awarded by the Society itself.

THE INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

November, 1888.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of merit.]

Henry Preuss Arnholz, who served his clerkship with Mr. Francis Ince, of London.

Hadden Todd, who served his clerkship with Mr. James Banner Newton of the firm of Lacey, Bird, Newton, & Richardson, of Liverpool; and Messrs. Sharpe, Parkers, Pritchard, & Sharpe, of London.

Stebbing Russell, who served his clerkship with Mr. Dalton Thomas Miller, of London.

John Rowland Cattle, who served his clerkship with Mr. Robert Hesilrige Buckby, of the firm of Messrs. Buckby & Clinton, of Leicester and London.

Herbert George Brown, who served his clerkship with Mr. Edward Lovell, of the firm of Messrs. Tolhurst, Lovell, & Clinch, of Gravesend.

Gilbert Middleton, who served his clerkship with Mr. Arthur Middleton, of the firm of Messrs. Middleton & Sons, of Leeds.

Edwin Arthur Laverack, who served his clerkship with Mr. Edwin Laverack, of Hull.

Samuel Hopgood Hart, who served his clerkship with Mr. Percival Hart, of the firm of Messrs. Lattey & Hart, of London.

William Jackson Hart, who served his clerkship with Mr. Arthur Rooke, of London.

Louis James Leach, who served his clerkship with Mr. Robert Moffat Kerr, of Halifax.

SECOND CLASS.

[In alphabetical order.]

Edward Cecil Brindley Acworth, who served his clerkship with Mr. Ernest Woodgate, of the firm of Messrs. Acworth & Woodgate, of Rochester; and Messrs. White, Borrett, & Co., of London.

James Flockhart Addison, who served his clerkship with Mr. Edward Marcus Warmington, of Dudley.

Walter Dorning Beckett, who served his clerkship with Mr. Henry Charles Rabey, of Manchester.

Harry Brandon, who served his clerkship with Mr. John Alsop Petty, of the firm of Messrs. Withington, Petty, & Boufflower, of Manchester.

John Broad, who served his clerkship with Mr. Charles Cheston, of London.

Walter Edwin Crimp, who served his clerkship with Mr. Robert Hugo Montagu Baker, of the firm of Messrs. Francis Baker & Watts, of Newton Abbot.

Percy Dobell, B.A., who served his clerkship with Mr. Gray Hill, of the firm of Messrs. Hill, Dickinson, & Co., of Liverpool.

William John Stanley Eaves, who served his clerkship with Mr. Thomas Francis Leadbitter, of the firm of Messrs. E. Flux & Leadbitter, of London.

Francis Harold Edwards, B.A., who served his clerkship with Mr. Alfred Bright, of the firm of Messrs. Bateson, Bright, & Warr, of Liverpool.

Robert Floud Fox, B.A., who served his clerkship with Mr. John Elliot Fox, of London.

William Johnstone Gee, who served his clerkship with Mr. William Gee, of Bishop Stortford.

Douglas Cameron Lee, who served his clerkship with Mr. Frederick Catesby Holland, of the firm of Messrs. Sanderson & Holland, of London.

Richard Arthur Letts, who served his clerkship with Mr. John Letts the Younger, of the firm of Messrs. Letts Bros., of London.

Frederic Charles Newsam, who served his clerkship with Messrs. Latham & New, of Melton Mowbray; and Messrs. Stileman, Neate, & Toynbee, of London.

Henry Nelson Philcox, who served his clerkship with the late Mr. R. G. Chipperfield, and with Mr. W. H. Sturt, of London.

Charles Round, who served his clerkship with Mr. Herbert Charles Owen, of Wolverhampton.

Thomas Tannett, who served his clerkship with Mr. Edward Weston, of Leeds; and Messrs. Hamlin, Grammer, & Hamlin, of London.

James Lamport Thornely, who served his clerkship with Mr. Thornely, of the firm of Messrs. Thornely & Cameron, of Liverpool; and Messrs. Field, Roscoe, & Co., of London.

THIRD CLASS.

[In alphabetical order.]

Henry Wilmot Wickham Atchley, who served his clerkship with Mr. William Henry Atchley, of Bristol.

William Capper, who served his clerkship with Messrs. F. H. & R. A. Moger, of Bath; and Messrs. Geare, Son, & Pease, of London.

Clement George Lumley Ellis, who served his clerkship with Mr. Cecil Allen Coward, of the firm of Messrs. Hollams, Son, & Coward, of London.

Richard Frederick Ernest Ferrier, who served his clerkship with Mr. Frederick William Ferrier, of Great Yarmouth.

Henry Ford, who served his clerkship with Mr. Henry Ford, of Exeter; and Messrs. Field, Roscoe, & Co., of London.

Beresford Rimmington Heaton, B.A., who served his clerkship with Mr. Kinder, of the firm of Messrs. Paterson, Snow, & Kinder, of London.

Edward Horley, B.A., LL.B., who served his clerkship with Messrs. Whitley, Maddock, Hampson, & Castle, of Liverpool.

Horatio Francis Alexander Hoskins, who served his clerkship with Messrs. Wyatt, Hoskins, Hooker, & Williams, of London.

Edward Frederick Hunt, who served his clerkship with Mr. Frank Crisp, of the firm of Messrs. Ashurst, Morris, Crisp, & Co., of London.

Wilfrid Duke Mellersh, who served his clerkship with Mr. Henry Field, of Leamington; and Messrs. Field, Roscoe, & Co., of London.

William Oddie, who served his clerkship with Mr. W. B. Gordon, of Bradford.

Herbert Reynolds Rathbone, B.A., who served his clerkship with Mr. A. F. Warr, of the firm of Bateson, Bright, & Warr, of Liverpool.

Thomas Arthur Rawlinson, who served his clerkship with Messrs. Walters, Deverell, Walters, & Wood, of London.

Percy Short, M.A., B.C.L., who served his clerkship with Mr. Cornelius Thomas Saunders, of Birmingham.

Edward Collingwood Spencer Stanhope, B.A., who served his clerkship with Mr. F. K. Medcalfe, of the firm of Messrs. Gasquet & Medcalfe, of London.

John Studholme Thompson, who served his clerkship with Mr. Dobinson, of the firm of Messrs. Dobinson & Watson, of Carlisle.

John Spoor Tindle, who served his clerkship with Mr. James Edward Smith, of North Shields.

David Henry Tomkins, who served his clerkship with Mr. John Arcsott Bartrum, of London.

Harry Grame Vassall, B.A., who served his clerkship with Messrs. Osborne, Ward, & Vassall, of Bristol.

Herbert Nevill Walford, B.A., who served his clerkship with Messrs. Walford, of London.

Edgar Thomas Woodhead, B.A., who served his clerkship with Messrs. Berry & Berry, of Huddersfield.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Arnholz—Prize of the Honourable Society of Clement's-inn—value 10 guineas; and the Daniel Reardon Prize—value about 25 guineas.

To Mr. Todd—Prize of the Honourable Society of Clifford's-inn—value 10 guineas.

To Mr. Russell—Prize of the Honourable Society of New-inn—value 5 guineas.

To Mr. Cattle, Mr. Brown, Mr. Middleton, Mr. Laverack, Mr. S. H. Hart, Mr. W. J. Hart, Mr. Leach—Prizes of the Incorporated Law Society value 5 guineas each.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examinations was 84.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 18.—Mr. J. Cornelius Wheeler took the chair.—The debate, "That the case of *Conn v. Wilson* (39 Ch. D. 39) was wrongly decided," was opened by Mr. Percy E. Marshall. He was supported by Messrs. Foden, Pattinson, and Vanderpump, and opposed by Messrs. T. Douglas, E. J. Harvey, Morrison, and Rowsell. Mr. Marshall replied, and the chairman then put it to the society, when it was rejected.

LEGAL NEWS.

APPOINTMENTS.

Mr. ARTHUR BURCH, solicitor, notary, and proctor, of Exeter, has been appointed Registrar of the Dioceses of Exeter and Truro. Mr. Burch has been for many years deputy-registrar of both dioceses. He was admitted a solicitor in 1853, and he is also secretary to the Bishops of Exeter and Truro, and solicitor to the Exeter School Board.

Mr. JAMES POTTER, solicitor, of Derby and Matlock, has been appointed Clerk to the magistrates for the Matlock Division of Derbyshire, in succession to the late Mr. John William Skidmore. Mr. Potter was admitted a solicitor in 1870.

Mr. HENRY JACKSON, solicitor, of Birmingham, West Bromwich, and Cannock, has been appointed Clerk to the magistrates for the borough of West Bromwich. Mr. Jackson was admitted a solicitor in 1854.

Mr. STEPHEN BIDGOOD SUTTON, solicitor, of Taunton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GEORGE HORACE DAVID CHILTON, solicitor, of Bristol, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Chilton was admitted a solicitor in 1863.

Mr. WILLIAM GEORGE PEARCE, barrister, has succeeded to a baronetcy on the death of his father, Sir William Pearce. Sir W. G. Pearce was born in 1862. He was educated at Trinity College, Cambridge, where he graduated in the third class of the Law Tripos in 1884, and he was called to the bar at the Inner Temple in November, 1885.

Mr. EDWARD JAMES CASTLE, Q.C., has been appointed Recorder of the City of Winchester, on the resignation of Judge Mackonochie. Mr. Castle is the son of Mr. Henry James Castle, and was born in 1842. He was educated at King's College, London, and he was for several years a lieutenant in the Royal Engineers. He was called to the bar at the Inner Temple in Michaelmas Term, 1868, and he practises on the Western Circuit and at the Parliamentary bar. He became a Queen's Counsel in February last.

Mr. CLAUDIUS GEORGE ALGAR, solicitor, of 17, Abchurch-lane, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FREDERICK HENRY HOOVER ORCHARD, solicitor, of Exeter, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WALTER WILLIAM MACGEOUGH BOND, barrister, has been appointed a Judge of the Native Court of Appeal at Cairo, in succession to the late Mr. Sheldon Amos. Mr. Bond is the eldest son of Mr. Joshua Walter MacGeough Bond, of Drumsill, Armagh. He was born in 1857, and was educated at Christ Church, Oxford. He was called to the bar at the Inner Temple in March, 1884.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JAMES EMMETT ROBSON and JOHN BRIDSON SEATTLE, solicitors (Robson & Seattle), 446, Strand, London. Dec. 15.

JOSEPH JOHN WATTS, CLEMENT FERRIER BURTON, and HENRY ST. JOHN HICK BASHALL, solicitors (Watts, Burton, & Bashall), 2, New-inn, Strand, and 558, Commercial-road, East, London. In future such business will be carried on by the said Joseph John Watts and Henry St. John Hick Bashall under the name of Watts & Bashall. Dec. 1.

[Gazette, Dec. 18.]

GENERAL.

The Solicitors (Ireland) Bill was withdrawn on Tuesday.

Mr. Justice Denman and Mr. Justice A. L. Smith will be the Christmas Vacation Judges, one of whom will be in attendance at Queen's Bench Judges' Chambers during the vacation on certain days to be fixed.

In a breach of promise case tried last week, Lord Coleridge, in summing up, said he did not agree with eminent men who had been of opinion that the action for breach of promise of marriage should be abolished. No doubt very refined people would shrink from the display of their wrongs in a court of justice; but the law was not for such very refined people alone, and persons who had suffered from such wrongs had a right to come into court for compensation. And the very existence of such an action had a great deterrent influence and tended to deter men from wronging women in this way, and many marriages, fairly happy, took place in consequence of it. This was the result of his experience at the bar and on the bench.

The *Daily Telegraph* says that an extraordinary scene was witnessed in the Portsmouth County Court on the 13th inst. A case of alleged breach of contract by tenants who left because the house was infested with fleas was being tried, and for the second time the jury found for the plaintiff. Judge Leonard directed them, after their finding, to answer certain questions. The foreman declined, whereupon the judge said he would give them six hours to consider. He was leaving the court when the foreman of the jury insisted on leaving also. The registrar interposed to prevent him doing so, whereupon the judge discharged the jury and ordered a new trial.

At a general meeting of the Midland Circuit, held in the Inner Temple Lecture-hall recently, the following resolutions were passed—viz. (1)—“That this circuit is of opinion that Her Majesty's judges should be relieved by legislative provision from the duty of trying ordinary Quarter Sessions cases, and should be required to try at the assizes such prisoners only as are charged with offences not triable at Quarter Sessions, or such as, from exceptional circumstances, shall have been committed by the magistrates for trial at the assizes; (2) That this circuit is of opinion that it is expedient that two judges should attend at the Spring and Summer Assizes at all the more important towns on the circuit; (3) that a committee consisting of the following members of the Midland Circuit—viz. Mr. J. S. Dugdale, Q.C., M.P., Mr. W. Graham, Mr. Etherington Smith, Mr. W. H. B. Lindsell, and Mr. J. P. Mellor—be appointed to bring these resolutions before the Bar Committee, and also to take steps to draw up a scheme for carrying out the foregoing resolutions.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 14.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

GREAT NORTHERN SALT AND CHEMICAL WORKS, LIMITED.—Stirling, J., has fixed 1 Dec. 22, at 12, at his chambers, for the appointment of an official liquidator ST. HELEN'S COAL AND CLAY CO., LIMITED.—Creditors are required, on or before Friday, Jan. 18, to send their names and addresses, and the particulars of their debts and claims, to Thomas Stephen Evans, 6, Bucklersbury. Friday, Jan. 25, at 12, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

IRISH EXHIBITION IN LONDON.—Petn for winding up, presented Dec. 7, directed to be heard before Stirling, J., on Jan. 12. Gadsden & Treherne, Bedford row, solors for petners.

FRIENDLY SOCIETIES DISSOLVED.

LOYAL DUKE OF NORFOLK LODGE, Independent Order of Odd Fellows, Manchester Unity, Barrel Arms Hotel, New Shoreham, Sussex, on the ground that the Society is now known as the Loyal Duke of Norfolk Lodge, Shoreham District of the National Independent Order of Odd Fellows' Friendly Society. Dec. 12.

SUSPENDED FOR THREE MONTHS.

AMICABLE SOCIETY, Butchers' Arms, Parson Drove, Wisbech, Cambridge. Dec. 10. FRATERNAL SOCIETY, Wesleyan Methodist Schoolroom, Darlington st, Wolverhampton. Dec. 10.

London Gazette.—TUESDAY, Dec. 18.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CARINA OPERA SYNDICATE, LIMITED.—By an order made by Chitty, J., dated Dec. 8, it was ordered that the syndicate be wound up. Sydney, Aldersgate st, solor for petner.

DEAKIN & CO., LIMITED.—By an order made by North, J., dated Dec. 1, it was ordered that the company be wound up. Burgoyne & Co., Wood st, Chesapeake, solors for petner.

EBERLE'S ADELPHI HOTEL, LLANDUDNO, CO., LIMITED.—By an order made by Chitty, J., dated Dec. 8, it was ordered that the company be wound up. Bel-frage & Co., John st, Bedford row, agents for Chamberlain, Llandudno, solor for petner.

STAFFORD & GUY, LIMITED.—By an order made by Stirling, J., dated Dec. 1, it was ordered that the company be wound up. Cave & Co., Gracechurch st, solors for petner.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

JOHN OWEN & CO., LIMITED.—Petn for winding up, presented Dec. 15, directed to be heard before the Deputy of the Chancellor, at the Chancery Office, 9, Cook st, Liverpool, on Thursday, Dec. 27. Cobbett & Co., Manchester, solors for petner.

UNLIMITED IN CHANCERY.

HARPURHEY PERMANENT BENEFIT BUILDING SOCIETY.—Petn for winding up, presented Dec. 17, directed to be heard before the Deputy of the Chancellor, at the Chancery Office, 9, Cook st, Liverpool, on Thursday, Dec. 29, at 12. Rycroft, Manchester, solor for petner.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 4.

BROWN, WILLIAM, Holme on Spalding Moor, York, Farmer. Jan. 5. Matthews v Brown, North, J. Green, Howden.

London Gazette.—FRIDAY, Dec. 7.

DANIEL, ROBERT, Richmond rd, Shepherd's Bush, Gent. Jan. 14. Mitchell v Daniel, Stirling, J. Davis, Old Jewry chmbrs.

SMITH, WILLIAM, Warwick, Banker. Dec. 31. Smith v Smith, Kay, J. Wright, Leamington.

London Gazette.—TUESDAY, Dec. 11.

MILLS, JOHN, East Grinstead, Farmer. Jan. 15. Mills v Crundwell and Taylor, Kay, J. Hastie & Little, East Grinstead.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 4.

ARMSTRONG, BENJAMIN, St John st, Dudley, Boot and Shoe Manufacturer. Jan. 10. Brown Smith, Wolverhampton.

BADGER, ELIZABETH ALETHEA, Rotherham, York. Jan. 7. Moody & Woolley, Derby.

BALL, HENRY, New Church st, Radcliffe, Lancaster, Brewer. Dec. 31. Butcher & Barber, Bury, Lancs.

BARROW, ISAAC, Kirkland, Kendal, Westmoreland, Gent. Jan. 31. Thomson & Wilson, Kendal.

CARNALL, ELIZABETH, Farnworth st, Kensington, Liverpool. Feb. 1. Francis, Birkenhead.

CHICK, CHARLES, Irongate Wharf, Paddington, Furniture Remover. Dec. 31. Horlin, Edgware rd.

CONY, MARY ELIZABETH, King's Coughton, Alcester, Warwick. Jan. 6. Slatier & Co, Stratford-upon-Avon.

DEWEY, SARAH ANN, Peel ter, Old Trafford, nr Manchester. Jan. 15. Dixon, Manchester.

FRYETT, JOHN WILLIAM, Whitechapel rd, Pawnbroker. Jan. 10. Brooks, Old Jewry.

GUSSELL, OTTO JOHN THEODORE, Elm Lodge, Fitzroy pk, Highgate, Merchant. Jan. 31. Bullen, Cheapside.

HAYLETT, RICHARD, Queen's rd, Hastings, Gent. Dec. 31. Allen & Son, Carlisle, W.

HIGSON, GILES, Greenwood st, Oldham, Brewer. Mar. 1. Wharton & Wilde, Manchester.

HOWELL, JOHN, St Paul's churchyard. Jan. 3. Neish & Howell, Watling st.

HUET, FRANCIS WILLIAM, Upper Parkstone, nr Poole, Dorset, Gent. Jan. 1. Beale & Martin, Reading.

JOHNSON, MARY, Rubery Asylum, Rubery, Worcester. Jan. 1. Goodman, Birmingham.

MASON, EDWARD, Upper Kennington lane, Contractor. Dec. 31. Perrett, City Bank bldgs.

MILNER, FRANCIS HIGHLAND, Cambridge rd, Walthamstow, Gent. Jan. 15. Sharpe, Bedford row.

MOHUN-HARRIS, MORTON JOHN ARUNDALL, Cross House, Bishopsteignton, Esq. Jan. 22. Templar, Teignmouth.

MORGAN, WILLIAM JAMES, Spilman st, Carmarthen, Newspaper Proprietor. Jan. 18. Walters, Carmarthen.

MOSLEY, Rev ROWLAND, Egginton Rectory, Derby. Jan. 1. Barber & Co, Derby.

REGINALD, Right Hon WILLIAM, Earl of Devon, Powderham Castle, nr Exeter. Feb. 1. Lake & Co, New sq.

ROCK, EMMA, Blackburn House, Southgate. Jan. 1. Emanuel & Simmonds, Finsbury circus.

ROSE, ELLEN, Prendergast, Haverfordwest. Dec 22. Price, Haverfordwest
 WEBB, FRANCES, Towcester. Jan 4. Greville, Towcester
 WILLIAMS, THOMAS, Shrewsbury rd, Birkenhead, Gent. Feb 1. Francis, Birkenhead
 WILSON, HUGH KENNEDY, Greenhill st, Greenheys, nr Manchester, Salesman. Dec 24. Lloyd, Manchester

London Gazette.—FRIDAY, Dec 7.
 APPLEYARD, JOSEPH, Sheppridge, nr Huddersfield, Bootmaker. Dec 31. Craven & Sunderland, Huddersfield
 BAILEY, MARTHA, Coalbrookdale. Dec 31. Bennett & Co, Chapel en le frith
 BARTON, ROBERT, Wigan Farm, Woodhurst, Huntingdon, Farmer. Jan 31. Ginn & Matthew, Cambridge
 BARTON, SOPHIA, St. Ives, Huntingdon. Jan 31. Ginn & Matthew, Cambridge
 BROWN, WILLIAM, Kingsley villa, Wickham rd, Deptford. Feb 7. Marchant & Benwell, George yard
 BUGDEN, JANE, St Stephen's rd, Norwich. Feb 4. Miller & Co, Norwich
 BUTTER, ARTHUR DONALD, Teddington, Major-General Bengal Staff Corps. Dec 31. Arple & Co, Gt St. Helen's
 CARTHEW, EMILY, Downs terr, Richmond, Surrey. Feb 1. Rogers & Co, Westminster chmbrs
 CHAMBERLAIN, JOHN, Caxton st, Bow, Barge Owner. Dec 20. Forbes, Addington road
 COLLINS, JOHN, Henry st, Bolton, Lancashire, Analytical Chemist. Jan 5. Ryley, Bolton
 COLLINS, MARY, Grove rd, Woodford. Jan 5. Pumfrey, Paternoster row
 COORE, AUGUSTUS LECHMERE, Brighton, Gent. Jan 1. Bennett & Co, New sq
 DAVIES, SARAH, Werwin, Chester. Jan 11. Pritchard, Chester
 DIPLOCK, JOHN, Honour Oak rd, Gent. Jan 15. Chester, Newington Butts
 ELLIS, WILLIAM, Exeter, Retired Innkeeper. Dec 31. Petherick & Son, Exeter
 FLINT, REST WILLIAM, Canterbury, Solicitor. Jan 14. Young & Co, St Mildred's ct
 FORSTER, ANNIE, Frankfort on the Main. Dec 31. Keary & Co, Stoke upon Trent
 HARRISON, THOMAS, Sheffield, Butcher. Feb 1. Clegg & Sons, Sheffield
 HAYES, CHARLOTTE, Sutton St Helens, Lancaster. Jan 1. Mearns & Boyle, Liverpool
 ISHERWOOD, CHRISTOPHER, Astley, Lancaster. Jan 1. Needham & Co, Manchester
 JACKSON, SAMUEL, Mount, Hampstead, Gent. Feb 1. Percy Jackson, Mount, Hampstead
 KIMBELL, ANN MARIA, Knowle, Warwick. Dec 31. Lane & Clutterbuck, Birmingham
 LAKE, HENRIETTA SUSAN, St Peter's sq, Hammersmith. Jan 20. Ley & Co, Carey st
 LEARMOUTH, JAMES, Mickley Colliery, Northumberland. Jan 11. Watson & Dendy, Newcastle upon Tyne
 LITHELAND, JOSEPH BOSTOCK, Bartley st, Carlton, Victoria, Australia, Publican. Jan 14. Head & Hill, Chancery lane
 MAXIN, FRANCIS, Highfield pl, Sheffield, Brewer's Agent. Jan 19. Parker & Brailsford, Sheffield
 MEGSON, WILLIAM RAFAEL, Lee's yd, Leeds, Baker. Jan 8. Peckover, Leeds
 MOSSCROP, LOUISA, Sussex rd, Southport. Dec 31. Bennett & Co, Chapel en le Frith
 NEED, SIR ARTHUR, Fountain Dale, nr Mansfield, Blidwood, Nottingham, Lieut-Col. Dec 31. Villiers, Field ct, Gray's inn
 OWEN, ADA, Trinity rd, Scarborough. Dec 31. Drawbridge & Rowntree, Scarborough
 PICKLES, HENRY, Colne, Lanes, Draper. Jan 15. Carr & Son, Colne
 PORRIT, ROBERT, Chinley, Derby, Farmer. Dec 31. Bennett & Co, Chapel-en-le-frith
 POWELL, WILLIAM DAGGATT, Victoria rd, Aston, Accountant. Dec 31. Lane & Clutterbuck, Birmingham
 PRICHARD, EMMA FRANCES, Brunswick sq. Jan 20. Phelps & Co, Gresham st
 REA, JOHN, Grove crescent, Stratford, Printer. Dec 31. Thomsons & Co, Cornhill
 RIXSON, WILLIAM HENRY, Chippenham, Wilts, Gent. Jan 15. Wood & Awdry, Chippenham
 SLATER, HENRY, Derby, Brick Merchant. Jan 16. Robotham & Co, Derby
 STORY, BELLE, Haslar Hospital, Portsmouth. Jan 7. Waugh & Musgrave, Cockermouth
 TAYLOR, WILLIAM, Blackheath, Gent. Feb 1. Potter & Co, King st
 THORNT, JOHN, Eccles, Lancaster, Beerhouse Keeper. Dec 28. Preston, Manchester

London Gazette.—TUESDAY, Dec. 11.
 ADDIS, PHILIP, Iver, Buckingham, M.R.C.P.E. Jan 10. Lawrence Houlder, Lonsdale chmbrs
 ATTWOOD, Mrs. ELIZABETH, Boynes, Upton upon Severn, Worcester. Jan 11. Powell, Upton upon Severn
 AUSTEN, WILLIAM, Marden, Kent, Farmer. Dec 31. Hinds & Son, Goudhurst
 BARKER, THOMAS, Sedgefield terr, Bradford, Boiler Maker. Jan 31. Coghlan, Leeds
 BEAUCLEER, KATHERINE, Church rd, St Leonards on Sea. Jan 10. Flagdages, Craven st
 BRIGG, AGNES, Marlborough Gate, St James's Park. Dec 31. Johnson, Abchurch yd
 BRIGG, JOHN, Marlborough Gate, St James's Park. Dec 31. Johnson, Abchurch yd
 BUTTON, SUSANNAH, Barton upon Humber. Jan 15. H. E. & R. Mason, Barton upon Humber
 CARTWRIGHT, JAMES, Crookesmoor rd, Sheffield, Retired Mark Maker. Jan 19. Bramley, Sheffield
 CONNELL, ROBERT, Wharfedale st, Newcastle upon Tyne, Cooper. Jan 8. Elsdon & Dransfield, Newcastle upon Tyne
 COULTE, HENRY, Rann st, Ladywood, Birmingham, Post Office Official. Dec 21. Burton, Birmingham
 CROSSE, EDWARD WILLSON, Lancaster pl, Strand, Gent. Jan 31. Crosse & Sons, Lancaster pl
 DAY, ELIZABETH, Severn Stoke, Worcester. Jan 11. Powell, Upton upon Severn
 FENN, JOHN, Leeds, Tailor. Feb 1. Nelson & Co, Leeds
 GREEN, MARIA, Blue style, Greenwich. Jan 10. Hine-Haycock & Bridgman, College hill
 GREY, MARY ELIZABETH, Peppard, Oxford. Jan 6. Allen & Tuck, Halesworth
 HALL, JOSEPH, Ryall, Worcester, Gent. Jan 11. Powell, Upton upon Severn
 HALL, MARY, High st, Bromsgrove, Worcester. Feb 28. Sanders, Bromsgrove
 HARBORNE, SARAH, Francis st, Ashsted, Birmingham. Feb 8. Garland, Birmingham
 HORT, HENRY BRUNT, Flax Bourton, Somerset, Yeoman. Jan 8. Perham, Bristol

LEVIN, NABIE, Prince's sq, Bayswater Jan 11. Gush & Co, Finsbury circus
 MARSHALL, BENJAMIN CROSEY, Staines, Gent. Jan 11. Long & Gardiner, Lincoln's inn fields
 PARKER, MARY ANN, Horbury, York. Jan 31. Chadwick & Sons, Dewsbury
 PENNEY, HARRISON, Darlington, Printer. Jan 1. Hutchinson & Lucas, Darlington
 PRESCOTT, WILLIAM, Manchester, Retired Soap Manufacturer. Jan 19. Doyle & Schofield, Manchester
 ROBINSON, ERNEST, Holloway rd, Meat Salesman. Jan 7. Marsland & Co, Chancery lane
 TAYLOR, MARY ELIZABETH, Salop. Feb 16. Upton, Market Drayton
 WRIGHT, EDWARD, Belsize rd, South Hampstead, Director. Jan 12. Lee & Co, St Paul's churchyard
 WYLEY, FRANCIS, Coventry, Esq. Jan 22. Hughes & Masser, Coventry

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11b, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BRASLEY, Barton-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 14.

RECEIVING ORDERS.

ALLEN, CHARLES, Steyning, Sussex, no occupation Brighton Pet Dec 8 Ord Dec 8
 ARMSTRONG, WILLIAM, Bromfield, Cumberland, Farmer Carlisle Pet Dec 10 Ord Dec 10
 BAKER, GEORGE, Leicester, Baker Leicester Pet Dec 10 Ord Dec 10
 BARLOW, WALTER A., Middleton sq, Clerkenwell, Civil Engineer High Court Pet Dec 11 Ord Dec 11
 BARNES, SAMUEL, Hartgate rd, Victoria Park, Builder High Court Pet Sept 10 Ord Dec 11
 BOWLER, THOMAS, the elder, JAMES BOWLER, and THOMAS BOWLER, Nottingham, out of business Nottingham Pet Dec 12 Ord Dec 12
 BRADSHAW, JOHN, Nottingham, Boot Dealer Nottingham Pet Dec 10 Ord Dec 10
 CARTER, JEREMIAH, Elland, Yorks, out of business Halifax Pet Dec 3 Ord Dec 12
 CHAMBERS, BENJAMIN, South Shields, Tailor Newcastle on Tyne Pet Dec 12 Ord Dec 12
 CHAPMAN, LEVI, Coventry, Mineral Water Manufacturer Coventry Pet Dec 10 Ord Dec 10
 DEVEREUX, CHARLES JOHN, Burgoyne rd, Finsbury Park, out of business High Court Pet Dec 10 Ord Dec 10
 DINNEN, JOSEPH, Witheridge, Devon, Farmer Barnstaple Pet Nov 29 Ord Dec 10
 DORIN, CHARLES ALEXANDER, Cornhill, Stock Dealer High Court Pet Nov 24 Ord Dec 12
 EVANS, GRIFFITH, Llangian, Carnarvon, Farmer Portmadoc and Blaenau Festiniog Pet Dec 10 Ord Dec 10
 GALLOWAY, GEORGE, Leeds, Commercial Traveller Leeds Pet Dec 11 Ord Dec 11
 GRAHAM, GEORGE, Queen Victoria st, Woollen Merchant High Court Pet Nov 21 Ord Dec 12
 GRAVES, WILLIAM COOPER, Bristol, Licensed Victualler Bristol Pet Dec 11 Ord Dec 11
 HALLAM, WILLIAM, Loughborough, Coal Merchant Leicester Pet Dec 11 Ord Dec 11
 HIND, JOSEPH, Beverley, Gent Kingston upon Hull Pet Nov 27 Ord Dec 11
 HUTCHINGS, JULIA, Margate, Fruiterer Canterbury Pet Dec 10 Ord Dec 10
 HUTTON, JOHN, Aston, Grocer Birmingham Pet Nov 20 Ord Dec 11
 JACKSON, ROBERT, Derby, Plumber Derby Pet Dec 11 Ord Dec 11
 JOHNSON, GEORGE, Tranmere, Cheshire, Milk Dealer Birkenhead Pet Dec 10 Ord Dec 10
 LEAR, SAMUEL, and CHARLES LUXTON, Babbicombe, Devon, Builders Exeter Pet Dec 10 Ord Dec 10
 MARSDEN, HERBERT, Swaine, nr Barnsley, Yorks, Farmer Barnsley Pet Dec 10 Ord Dec 10
 OBOENE, RICHARD, East Pennard, Somersetshire, Baker Wells Pet Nov 27 Ord Dec 11
 OTTAWAY, ARTHUR KINGSLEY, Stratford, Grocer High Court Pet Dec 11 Ord Dec 11
 PAGE, ROBERT, Gt Yarmouth, Butcher Gt Yarmouth Pet Dec 11 Ord Dec 11
 PARFITT, JOHN, Pontypidd, Butcher Pontypidd Pet Dec 11 Ord Dec 11
 ROBERTS, THOMAS, Nottingham, Baker Nottingham Pet Nov 28 Ord Dec 12
 ROWSON, LEMON, Salmonby, Lincs, Retailer of Beer Lincoln Pet Dec 11 Ord Dec 11
 SAYBE, STEPHEN, Birmingham, Jeweller Birmingham Pet Nov 28 Ord Dec 12
 SHACKLADY, JAMES, Southport, Painter Nottingham Pet Nov 8 Ord Dec 10
 SHAW, ALBERT ROLAND, Bartholomew lane, Financial Agent High Court Pet Nov 31 Ord Dec 10
 SHEPPARD, FREDERICK, Pewsey, Wilts, Veterinary Surgeon Swindon Pet Dec 11 Ord Dec 11
 SLIGHT, GEORGE FREDERICK, Nottingham, Builder Nottingham Pet Nov 28 Ord Dec 12
 SMITH, HENRY, Gloucester, Pork Butcher Gloucester Pet Dec 12 Ord Dec 12
 STREET, DAVID, Selsey, Sussex, Builder Brighton Pet Dec 12 Ord Dec 12
 TAYLOR, TERTIUS ALFRED, Brook Farm, nr Lichfield, Farmer Walsall Pet Dec 10 Ord Dec 10
 THOMAS, JAMES, Merthyr Vale, Licensed Victualler Merthyr Tydfil Pet Dec 12 Ord Dec 12
 TULLY, ARTHUR WAREY, Brunswick rd, Bromley, Accoucheur High Court Pet Dec 12 Ord Dec 12
 VENNIE, ROBERT JAMES, Vestry rd, Camberwell, Baker High Court Pet Dec 10 Ord Dec 10
 WALLER, HENRY, Norwich, Licensed Victualler Norwich Pet Dec 10 Ord Dec 10
 WALSHAW, JOHN, Barnsley, Miner Barnsley Pet Dec 11 Ord Dec 11
 WELLER, RICHARD HEATE, Shipley, Sussex, Blacksmith Brighton Pet Dec 12 Ord Dec 12

WHEATSTONE, ALLEN, Hereford, Clothier Merthyr Tydfil Pet Nov 20 Ord Dec 10
 WHITING, ARTHUR, Cottingham, Yorks, Corn Factor Kingston upon Hull Pet Dec 10 Ord Dec 10
 WHITE, JOHN HOBSON, Gt Grimsby, Emigration Agent Gt Grimsby Pet Dec 10 Ord Dec 10
 WILSON, JOHN, Freemantle, Southampton, Accountant Southampton Pet Dec 11 Ord Dec 11
 WILSON, WILLIAM, Wilsnaw Meltham, nr Huddersfield, Farmer Huddersfield Pet Dec 10 Ord Dec 10
 WRIGHT, HENRY FOX, Cardiff, Agent Cardiff Pet Nov 24 Ord Dec 5

FIRST MEETINGS.

ACKROYD, JOHN, Bradford, Schoolmaster Dec 22 at 10 Off Rec, 31, Manor row, Bradford
 ALLEN, CHARLES, Steyning, Sussex, no occupation Dec 22 at 11 Off Rec, 4, Pavilion bldgs, Brighton
 ARMSTRONG, WILLIAM, Bromfield, Cumberland, Farmer Dec 31 at 12 Off Rec, 31, Fisher st, Carlisle
 BAILEY, CHARLES IRVINE CONYNGHAM, Fulham, Potter Dec 21 at 2.30 Bankruptcy bldgs, Lincoln's inn fields
 BASH, MAURICE, Brunswick sq, Diamond Cutter Dec 21 at 12 38, Carey st, Lincoln's inn
 BURN, JOHN, Bradford, Manufacturer Dec 21 at 3 Off Rec, 31, Manor row, Bradford
 CHAMBERS, BENJAMIN, South Shields, Tailor Dec 28 at 10.30 Off Rec, Pink lane, Newcastle on Tyne
 COMER, FRANK, Queen's gate, Kensington, Dentist Dec 21 at 11 33, Carey st, Lincoln's inn
 DALE, CHARLES, Chorlton upon Medlock, Coach Builder Dec 22 at 11 Off Rec, Ogden's chhrs, Bridge st, Manchester
 DENNIS, ROBERT, Oxford rd, Gunnersbury, Journalist Dec 21 at 11 Bankruptcy bldgs, Lincoln's inn fields
 FOULLES, THOMAS, Hanley, Grocer Dec 22 at 11.45 Off Rec, Newcastle under Lyme
 FREER, JOHN, Ampleforth, Yorks, Tailor Dec 21 at 12 Station Hotel, York
 GASKELL, FREDERICK, Heaton, Norris, Lanes, Joiner Dec 21 at 11.30 Off Rec, County chhrs, Market pl, Stockport
 HANSON, JAMES, Norn, Common, Yorks, Coal Miner Dec 21 at 11 Off Rec, Bond terr, Wakefield
 HEWETT, WILLIAM THOMAS, Kingswood, nr Reigate, Grocer Dec 21 at 1 W P Morrison, solor, Redhill, Surrey
 HOBNEY, THOMAS, Gt Driffield, Yorks, Cake Merchant Dec 21 at 12.30 Off Rec, York
 HUMBERSTON, WILLIAM, St Asaph, Flint, Hotel Keeper Dec 21 at 2.30 Bankruptcy Office, Crypt chhrs, Chester
 HUMBLE, WILLIAM, South Stockton, Yorks, Beerhouse Keeper Dec 21 at 11 Off Rec, 8, Albert rd, Middlesbrough
 JACKSON, ROBERT, Derby, Plumber Dec 21 at 3 Off Rec, St James's chhrs, Derby
 JACKSON, WILLIAM, Southborough, nr Tunbridge Wells, Gent Dec 21 at 3.30 Spencer & Reeves, Mount Pleasant, Tunbridge Wells
 JOHNSON, GEORGE, Tranmere, Cheshire, Milk Dealer Dec 21 at 2 Off Rec, 48, Hamilton sq, Birkenhead
 JONES, JOHN, Bilston, Tailor Dec 22 at 11 Off Rec, Wolverhampton
 LEAR, SAMUEL, and CHARLES LUXTON, Babbicombe, Devon, Builders Dec 28 at 11 Off Rec, 13, Bedford circus, Exeter
 LUMLEY, GEORGE, Oxford, Grocer Dec 21 at 11.30 1, St Aldates, Oxford
 MAERLIOTT, JOHN, Birmingham, Provision Dealer Dec 31 at 11 25, Colmore row, Birmingham
 MAY, JOHN, Sheffield, Aerated Water Manufacturer Dec 28 at 8 Off Rec, Fig-tree lane, Sheffield
 MORRIS, DANIEL, Pontardawe, Glamorgan, Grocer Dec 22 at 12 Off Rec, 6, Rutland st, Swansea
 MORRIS, JOHN FOXON, Darlington, Grocer Dec 31 at 11.15 Off Rec, Walsall
 NEIGHBOUR, GEORGE, Fortress rd, Kentish Town, Fruiterer Dec 21 at 11 Bankruptcy bldgs, Lincoln's inn
 NEWTON, ALBERT, Leeds, Grocer Dec 21 at 11 Off Rec, 22, Park row, Leeds
 PAGE, ROBERT, Gt Yarmouth, Butcher Dec 22 at 12.30 Off Rec, 5, King st, Norwich
 PHIPPS, JAMES, Woodbine gr, Penge, Builder Dec 21 at 3 109, Victoria st, Westminster
 REES, WILLIAM, Aberdare, Painter Dec 22 at 3 Off Rec, Merthyr Tydfil
 ROWSE, JOHN, Kingston upon Hull, Smack Owner Dec 21 at 12 Off Rec, Trinity House lane, Hull
 SCHLETTHER, PAULINE, South Kensington, Spinster Dec 21 at 12 33, Carey st, Lincoln's inn
 SHORRY, WILLIAM, Cheltenham, Dealer in Beer Dec 22 at 3.30 County Court, Cheltenham
 SMITH, HENRY, Gloucester, Pork Butcher Dec 22 at 12 Off Rec, 15, King st, Gloucester
 STAINSBY, WILLIAM, and JOHN HENRY BEESFORD, Manchester, Lacemen Dec 21 at 11.30 Off Rec, Ogden's chhrs, Bridge st, Manchester
 STEELE, DAVID, Tunbridge Wells, Draper Dec 21 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
 STEVENSON, NICHOLAS, Durham, Farmer Dec 22 at 3.30 Three Tuns Hotel, Durham
 STONE, HENRY, Exeter, Baker Dec 22 at 11 Off Rec, 13, Bedford circus, Exeter
 TANKER, JOHN, Cardiff, Greengrocer Dec 21 at 3 Off Rec, 29, Queen st, Cardiff
 TAYLOR, JOHN MONTAGUE WOOD, Headingley, nr Leeds, Gent Dec 21 at 12 Off Rec, 22, Park row, Leeds
 TROER, JOSIAH, Moordown, nr Bournemouth, Builder Dec 21 at 3 Off Rec, Salisbury
 WALLER, HENRY, Norwich, Licensed Victualler Dec 22 at 12 Off Rec, 8, King st, Norwich
 WATSON, JOHN, Shoreditch, Baker Dec 21 at 11 33, Carey st, Lincoln's inn
 WILKINSON, HENRY, Kingsdown rd, Upper Holloway, Florists' Material Manufacturer Dec 21 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 WILLIAMS, THOMAS, Llanllechid, Carnarvonshire, Quarry Labourer Jan 17 at 12 Queen's Head Cafe, Bangor
 WILSON, WILLIAM, Meltham, nr Huddersfield, Farmer Dec 21 at 11 Haigh & Son, solors, New st, Huddersfield

ADJUDICATIONS.

ALLEN, CHARLES, Steyning, Sussex, no occupation Brighton Pet Dec 8 Ord Dec 8
 BAKER, GEORGE, Leicester, Baker Leicester Pet Dec 10 Ord Dec 11
 BIGGS, JAMES, Kingston on Thames, Baker Kingston on Thames Pet Dec 6 Ord Dec 12
 BROWN, JOSEPH STANLEY, New Evington, Leicester, Provision Merchant Leicester Pet Nov 21 Ord Dec 12
 CHAMBERS, BENJAMIN, South Shields, Tailor Newcastle on Tyne Pet Dec 12 Ord Dec 12
 CLARKE, GEORGE, Leicester, Grocer Leicester Pet Nov 12 Ord Dec 11

CLARKE, JOHN HENRY, Leicester, Cycle Agent Leicester Pet Nov 20 Ord Dec 5
 EVANS, GRIFFITH, Llangian, Carnarvonshire, Farmer Portmadoc and Blisnau Festiniog Pet Dec 10 Ord Dec 10
 HALLAM, WILLIAM, Loughbough, Coal Merchant Leicester Pet Dec 11 Ord Dec 11
 HORNBY, THOMAS, Gt Driffield, Provision Merchant York Pet Nov 26 Ord Dec 10
 HUTCHINGS, JULIA, Margate, Fruiterer Canterbury Pet Dec 10 Ord Dec 10
 HUTCHINSON, BENJAMIN, Nottingham, Mineral Water Manufacturer Nottingham Pet Nov 19 Ord Dec 10
 JACKSON, ROBERT, Derby, Plumber Derby Pet Dec 11 Ord Dec 11
 JENKINS, JOHN, Brynmawr, Brecknockshire, Builder Tredegar Pet Dec 7 Ord Dec 12
 JOHNSON, GEORGE, Tranmere, Milk Dealer Birkenhead Pet Dec 10 Ord Dec 10
 JONES, DAVID, Plasmarl, nr Swansea, Grocer Swansea Pet Nov 21 Ord Dec 8
 LEAR, SAMUEL, and CHARLES LUXTON, Babbicombe, Devon, Builders Exeter Pet Dec 10 Ord Dec 10
 MARSDEN, HERBERT, Hoyland Swaine, nr Barnsley, Farmer Barnsley Pet Dec 10 Ord Dec 10
 MASON, JOSEPH, Lostock Gralam, Cheshire, Veterinary Surgeon Nantwich and Crewe Pet Dec 5 Ord Dec 8
 MORRIS, JOHN FOXON, Birmingham, Grocer Walsall Pet Dec 3 Ord Dec 12
 NEAVE, ALFRED, Landport, Auctioneer Portsmouth Pet Nov 20 Ord Dec 6
 PAGE, ROBERT, Gt Yarmouth, Butcher Gt Yarmouth Pet Dec 11 Ord Dec 11
 PARFITT, JOHN, Pontypridd, Butcher Pontypridd Pet Dec 11 Ord Dec 11
 ROWSON, LEMON, Salmonby, Lincs, Retailer in Beer Lincoln Pet Dec 11 Ord Dec 11
 RUSSELL, ROBERT ARTHUR, Odell, Bedfordshire, Farmer Bedford Pet Nov 14 Ord Dec 11
 SHEPARD, FREDERICK, Pewsey, Wilts, Veterinary Surgeon Swindon Pet Dec 11 Ord Dec 11
 SHORRY, WILLIAM, Cheltenham, Dealer in Beer Cheltenham Pet Dec 6 Ord Dec 6
 STANLEY, THOMAS MATTHEW, Liverpool, Estate Broker Liverpool Pet Nov 23 Ord Dec 11
 STREET, DAVID, Selsey, Sussex, Builder Brighton Pet Dec 12 Ord Dec 12
 SUTTON, GEORGE, Bishopston, Gloucestershire, Grocer Bristol Pet Dec 3 Ord Dec 6
 TANNER, JOHN, Cardiff, Greengrocer Cardiff Pet Dec 3 Ord Dec 11
 TAYLOR, TERTIUS ALFRED, Brook Farm, nr Lichfield, Farmer Walsall Pet Dec 10 Ord Dec 10
 THOMAS, JAMES, Merthyr Vale, Licensed Victualler Merthyr Tydfil Pet Dec 12 Ord Dec 12
 WALLER, HENRY, Trafalgar st, Norwich, Licensed Victualler Norwich Pet Dec 10 Ord Dec 10
 WALSHAW, JOHN, Barnsley, Miner Barnsley Pet Dec 11 Ord Dec 11
 WASS, JAMES, Pleasley, Derbyshire, Commission Agent Nottingham Pet Dec 4 Ord Dec 11
 WELLER, RICHARD HEATH, Shipley, Sussex, Blacksmith Brighton Pet Dec 8 Ord Dec 12
 WHEATSTONE, ALLEN, Merthyr Tydfil, Clothier Merthyr Tydfil Pet Nov 20 Ord Dec 11
 WHITE, JOHN HOBSON, Gt Grimsby, Emigration Agent Gt Grimsby Pet Dec 10 Ord Dec 10
 WHITING, ARTHUR, Cottingham, Yorks, Corn Factor Kingston upon Hull Pet Dec 10 Ord Dec 10
 YOUNGER, WILLIAM, Sleaford, Lincs, Tailor Boston Pet Dec 8 Ord Dec 12

The following amended notice is substituted for that published in the London Gazette of Nov. 6.

TUKE, GEORGE THOMAS, Leeds, Clerk Leeds Pet Nov 2 Ord Nov 2

The following amended notice is substituted for that published in the London Gazette of Dec. 7.

BROOKES, JAMES ANDREW, Leicester, Tailor Leicester Pet Nov 14 Ord Dec 3

RECEIVING ORDERS.

London Gazette.—TUESDAY, Dec. 18.

AIRD, THOMAS, Liverpool, Fishmonger Liverpool Pet Nov 27 Ord Dec 12
 BAINES, EDWIN, Leeds, Plumber Leeds Pet Dec 15 Ord Dec 15
 BILLET, WILLIAM, Marshfield, Gloucester, Labourer Bath Pet Dec 14 Ord Dec 14
 BROWN, JAMES, Windsor terr, City rd, Brush Manufacturer High Court Pet Dec 12 Ord Dec 13
 BUSS, THOMAS, Horsmonden, Kent, Farmer Tunbridge Wells Pet Dec 13 Ord Dec 13
 DALLAS, JOHN, Strand, Banjo Maker High Court Pet Nov 22 Ord Dec 14
 DAVIES, CHARLES ARTHUR, Great Dover st, Southwark, Grainer High Court Pet Dec 14 Ord Dec 14
 DIXON, THOMAS SCARF, Halifax, Printer Halifax Pet Dec 15 Ord Dec 15
 DIXON, HENRY, the younger, Holmleigh, South Boddington, Restaurant Manager Croydon Pet Dec 13 Ord Dec 13
 GODDARD, GEORGE EDWARD, Pewsey, Wilts, Bootmaker Swindon Pet Dec 14 Ord Dec 14
 HARRISON, PETER, Chipping Campden, Gloucester, Farmer Banbury Pet Dec 15 Ord Dec 15
 HIGGS, FRANK HOWARD, Sandown, I.W., House Agent Newport and Ryde Pet Dec 14 Ord Dec 14
 HIND, WILLIAM, Milton, nr Brampton, Blacksmith Carlisle Pet Dec 15 Ord Dec 15
 JACKSON, WILLIAM HENRY, Shelton, Stafford, Tile Manufacturer Hanley, Burslem, and Tunstall Pet Oct 29 Ord Dec 15
 JEVONS, THOMAS, Coseley, Stafford, Labourer Dudley Pet Dec 12 Ord Dec 12
 LYME, JOHN, Liverpool, Boot Dealer Liverpool Pet Nov 14 Ord Dec 14
 MITCHELL, EDWIN GEORGE, Cardiff, out of business Cardiff Pet Dec 13 Ord Dec 13
 MONAGHAN, STEPHEN, and ELIJAH WRIGHT, Gosport, Painters Portsmouth Pet Dec 12 Ord Dec 12
 MOSES, JAMES YOUNG, Wroxall, I.W., Mason Newport and Ryde Pet Dec 15 Ord Dec 15
 PEASE, HANNAH, Oxford Market, Widow High Court Pet Sept 3 Ord Dec 14
 PEELE, WILLIAM, Shipley, Yorks, Dyer Bradford Pet Dec 14 Ord Dec 14
 PLACKETT, RICHARD, Breaston, Derby, Grocer Derby Pet Dec 14 Ord Dec 14
 POLLARD, SYDNEY, residence unknown, Stockbroker High Court Pet Oct 19 Ord Dec 14
 PRICE, WALTER, Knighton, Radnorshire, Baker Leominster Pet Dec 14 Ord Dec 14
 PYMAN, EDGAR BRICE, Ipswich, Clothier Ipswich Pet Dec 14 Ord Dec 14

REES, RICHARD, Aberystwith, Coachbuilder Aberystwith Pet Dec 12 Ord Dec 12
 RHODES, JOHN HERBERT, Heckmondwike, Yorks, Merchant Dewsbury Pet Dec 14 Ord Dec 14
 ROBERTS, ROBERT, Llanfynydd, Flintshire, Provision Dealer Wrexham Pet Dec 14 Ord Dec 14
 ROGERS, JAMES, St Genny's, Cornwall, Farmer Truro Pet Dec 3 Ord Dec 13
 ROSS, COLIN, and JAMES ROSS, Liverpool, Accountants Liverpool Pet Dec 13 Ord Dec 14
 SAMUEL, ERNEST, Cannon alley, St Paul's churchyard, Merchant High Court Pet Dec 15 Ord Dec 15
 SHIRES, SAMUEL, Leeds, Joiner Leeds Pet Dec 15 Ord Dec 15
 SMALL, WILLIAM, Sowerby, nr Thirsk, Yorks, Relieving Officer Northallerton Pet Dec 14 Ord Dec 14
 SMITH, HENRY, Brighton, Baker Brighton Pet Dec 14 Ord Dec 14
 SNELL, JOHN, and JOHN WILLIAM SNELL, Maidenhead, Builders Windsor Pet Dec 13 Ord Dec 13
 STOUT, JAMES, Hertford Hertford Pet Nov 29 Ord Dec 15
 THOMAS, WILLIAM, Llandilo, Carmarthenshire, Bootmaker Carmarthen Pet Dec 12 Ord Dec 12
 WALKER, WILLIAM, Baildon, Yorks, out of business Leeds Pet Dec 15 Ord Dec 15
 WARNE, WILLIAM, Lee, Kent, Printer's Warehouseman High Court Pet Dec 13 Ord Dec 13
 WETTON, WILLIAM, Brighouse, Jeweller Halifax Pet Dec 13 Ord Dec 13
 WORTHINGTON, SAMUEL FOX, Nottingham, Yarn Agent Nottingham Pet Dec 14 Ord Dec 14
 WRIGHT, CHARLES AUGUSTUS, Chancery lane, Solicitor High Court Pet Oct 1 Ord Dec 13
 YEOMAN, HARRY EDWIN HAROLD, Bristol, Commercial Traveller Bristol Pet Dec 15 Ord Dec 15

RECEIVING ORDER RESCINDED.

CAMPBELL, Sir JOHN WILLIAM, Bart., C.B., Piccadilly, Major-General High Court Ord Sept 25 Resc Dec 6

FIRST MEETINGS.

AIRD, THOMAS, Liverpool, Fishmonger Dec 28 at 3 Off Rec, 85, Victoria st, Liverpool
 AUSTIN, JOHN SAMUEL, Cadishead, Lancs, Butcher Dec 31 at 11 Off Rec, Ogden's chhrs, Bridge st, Manchester
 BAKER, GEORGE, Leicester, Baker Dec 28 at 12.30 Off Rec, 28, Friar lane, Leicester
 BROWN, JOSEPH STANLEY, Leicester, Provision Merchant Dec 27 at 12.30 Off Rec, 28, Friar lane, Leicester
 CARTER, JEREMIAH, Elland, Yorks, out of business Dec 28 at 11.30 Off Rec, Townhall chhrs, Halifax
 DE MOOR, EDWARD, St Yarmouth, Fish Merchant Jan 15 at 10.15 Blake, South Quay, St Yarmouth
 DENRY, JOHN, King's Norton, Worces, Cattle Dealer Jan 1 at 11 25, Colmore row, Birmingham
 DIXON, THOMAS SCARF, Halifax, Printer Dec 28 at 12.30 Off Rec, Townhall chhrs, Halifax
 GALLOWAY, GEORGE, Leeds, Commercial Traveller Dec 28 at 12 Off Rec, 22, Park row, Leeds
 GRAVES, WILLIAM COOPER, Bristol, Licensed Victualler Jan 9 at 3 Off Rec, Bank chhrs, Bristol
 HALLAM, WILLIAM, Loughborough, Coal Merchant Dec 28 at 3 Off Rec, 28, Friar lane, Leicester
 HIGGS, FRANK HOWARD, Sandown, IW, House Agent Dec 29 at 3 Holyrood chhrs, Newport, IW
 ISAACS, ALFRED HENRY, Theobalds rd, Gent Dec 28 at 11 33, Carey st, Lincoln's inn
 JONES, RAUBEN, Ealing, Draper Dec 28 at 11 16 Room, 30 and 31, St Swithin's lane
 MONAGHAN, STEPHEN, and ELIJAH WRIGHT, Gosport, Painters Dec 27 at 12.30 106, Queen st, Portsea
 MANNING, JOHN, Bristol, Painter Jan 9 at 12 Off Rec, Bank chhrs, Bristol
 MARSH, EBENEZER, Devizes, Furniture Dealer Jan 9 at 1 Off Rec, Bank chhrs, Bristol
 MOSES, JAMES YOUNG, Wroxall, Isle of Wight, Mason Dec 29 at 12 Holyrood chhrs, Newport, Isle of Wight
 OATES, THOMAS, Leeds, Cloth Salesman Dec 28 at 11 Off Rec, 22, Park row, Leeds
 ORNOR, RICHARD, East Pennard, Somersetshire, Baker Jan 9 at 12.30 Off Rec, Bank chhrs, Bristol
 RIDGHALGH, CHARLES, Lowerhouse, nr Burnley, no occupation Jan 17 at 2 Exchange Hotel, Nicholas st, Burnley
 STEPHEN, JAMES, Blackburn, Schoolmaster Jan 8 at 1.30 County Court, Blackburn
 STOKES, PHOEBE CAROLINE, Birmingham, Licensed Victualler Jan 1 at 3 25, Colmore row, Birmingham
 WETTON, WILLIAM, Brighouse, Jeweller Dec 28 at 12 Off Rec, Townhall chhrs, Halifax
 WHITEHEAD, ALICE E., Frome, Lodging house Keeper Dec 28 at 11 33, Carey st, Lincoln's inn
 WILLIAMS, THOMAS, Milford Haven, Baker Dec 28 at 12 Temperance Hall, Pembroke Dock
 WILSON, JOHN, Freemantle, Southampton, Accountant Jan 2 at 11 Off Rec, 4, East st, Southampton

ADJUDICATIONS.

ARMSTRONG, WILLIAM, Bromfield, Cumberland, Farmer Carlisle Pet Dec 10 Ord Dec 14
 BAILEY, WILLIAM, Miles st, South Lambeth, Lath Render High Court Pet Dec 3 Ord Dec 13
 BAINES, EDWIN, Leeds, Plumber Leeds Pet Dec 15 Ord Dec 15

LAW PHOTOGRAPHY.—Special Staff for Solicitors' Work.—Invaluable evidence of Ancient Lights, Obstructions, Accidents, &c.; Facsimiles of Plans, Documents, Signatures, &c.—For estimates and appointments in London and South-Eastern and Midland Circuits, apply to Mr. LAW, Room 604, Royal Courts of Justice, Strand, London; Northern and North-Eastern Circuits, Mr. E. GREAVES, Silver-street, Halifax; Oxford Circuit, Mr. H. W. TAUNT, Broad-street, Oxford; Western Circuit, Mr. S. WHITE, Castle-street, Reading.

HOMES for the TREATMENT and CURE of INEBRIETY and MORPHIA HABIT. High Shot House, Twickenham.—Charmingly secluded. Gentlemen only. Limited number taken. Billiard room, library, lawn tennis court, bowls, &c. The whole staff pledged abstainers. Terms—2 to 6 guineas weekly.—Particulars from the Medical Superintendent, H. BRANTHWAITE, F.R.C.S. Ed.; and reference is permitted to Messrs. MUTTON & MORRIS, solicitors, 86a, Queen Victoria-street, London.

BARLOW, WALTER A., Middleton sq, Clerkenwell, Civil Engineer High Court Pet Nov 16 Ord Dec 13
 BILLET, WILLIAM, Marfield, Gloucestershire, Labourer Bath Pet Dec 14 Ord Dec 14
 BOWLER, THOMAS, sen, JAMES BOWLER, and THOMAS BOWLER, jun, New Stapleford, out of business Nottingham Pet Dec 12 Ord Dec 15
 BURGESS, CHARLES THOMAS, Tulse hill, Brixton, Chocolate Manufacturer High Court Ord Dec 13
 DEVEREUX, CHARLES JOHN, Burgoyne rd, Finsbury pk, out of business High Court Pet Dec 10 Ord Dec 12
 DIXSON, HENRY, jun, Holmleigh, South Beddington, Restaurant Manager Croydon Pet Dec 13 Ord Dec 13
 DOLBY, JAMES, Frithville grdns, Uxbridge rd, Horse Dealer High Court Pet Oct 8 Ord Dec 12
 GALLOWAY, GEORGE, Leeds, Commercial Traveller Leeds Pet Dec 11 Ord Dec 15
 GODDARD, GEORGE EDWARD, Pewsey, Wilts, Bootmaker Swindon Pet Dec 14 Ord Dec 14
 GOLDS, D. C., Northumberland avenue, Newspaper proprietor High Court Pet Oct 1 Ord Dec 12
 GRAVES, WILLIAM COOPER, Bristol, Licensed Victualler Bristol Pet Dec 11 Ord Dec 15
 HAMMOND, CHARLES BAGNALL, High st, Notting Hill, Watch Maker High Court Pet Dec 4 Ord Dec 14
 HARRISON, PETER, Chipping Campden, Gloucestershire, Farmer Banbury Pet Dec 14 Ord Dec 15
 HIGGS, FRANK HOWARD, Sandown, I.W., House Agent Newport and Ryde Pet Dec 14 Ord Dec 14
 JEAVONS, THOMAS, Coscley, Staffs, Labourer Dudley Pet Dec 12 Ord Dec 12
 JONES, JOHN, Bilston, Tailor Wolverhampton Pet Dec 4 Ord Dec 14
 LEAFER, WILLIAM ADOLPHUS, Emsworth, Hampshire, Corn Merchant Portsmouth Pet Nov 23 Ord Dec 11
 MAAS, DIRCK CHRISTIAN, Billingshurst, Sussex, Farmer Brighton Pet Nov 28 Ord Dec 15
 MANNING, JOHN, Bristol, Painter Bristol Pet Dec 7 Ord Dec 15
 MC EWAN, OLIVER, Warwick ct, High Holborn, Teacher in Shorthand High Court Pet Oct 19 Ord Dec 12
 MITCHELL, EDWIN GEORGE, Cardiff, out of business Cardiff Pet Dec 13 Ord Dec 13
 MONAGHAN, STEPHEN, and ELIJAH WRIGHT, Gosport, Hampshire, Painters Portsmouth Pet Dec 1 Ord Dec 12
 OTTAWAY, ARTHUR KINGSLEY, Stratford, Essex, Grocer High Court Pet Dec 11 Ord Dec 13
 PEEL, WILLIAM, Shipley, Yorks, Dyer Bradford Pet Dec 13 Ord Dec 14
 PILGEM, J., Manchester, Brush Manufacturer Manchester Pet Nov 12 Ord Dec 14
 PLACKETT, RICHARD, Breaston, Derbyshire, Grocer Derby Pet Dec 14 Ord Dec 14
 PYMAN, EDGAR BRICE, Ipswich, Clothier Ipswich Pet Dec 14 Ord Dec 14
 RHODES, JOHN HERBERT, Heckmondwike, Merchant Dewsbury Pet Dec 14 Ord Dec 14
 ROBERTS, ORED, Tottenham ct rd, Draper High Court Pet Nov 17 Ord Dec 12
 ROBERTS, ROBERT, Penrhew, Llanfynydd, Provision Dealer Wrexham Pet Dec 14 Ord Dec 14
 ROGERS, JAMES, St Genny's, Cornwall, Farmer Truro Pet Dec 1 Ord Dec 14
 SHIRES, SAMUEL, Leeds, Joiner Leeds Pet Dec 15 Ord Dec 15
 SKINNER, WILLIAM, and ROBERT TROUGHTON, Bishopsgate st, China Merchants High Court Pet Dec 7 Ord Dec 11
 SMALL, WILLIAM, Sowerby, nr Thirsk, Yorks, Relieving Officer Northallerton Pet Dec 4 Ord Dec 14
 SMITH, HENRY, Brighton, Baker Brighton Pet Dec 14 Ord Dec 14
 SMITH, HENRY, Gloucester, Pork Butcher Gloucester Pet Dec 12 Ord Dec 15
 SMITH, SARAH, Boscobel gardens, St. John's Wood, Baker High Court Pet Nov 12 Ord Dec 13
 SNELL, JOHN, and JOHN WILLIAM SNELL, Maidenhead, Builders Windsor Pet Dec 13 Ord Dec 13
 TAGNON, ADOLPHUS, Gray's inn rd, Mason High Court Pet Dec 4 Ord Dec 13
 THOMAS, WILLIAM, Llandilo, Carmarthen, Boot Maker Carmarthen Pet Dec 13 Ord Dec 15
 TULLY, ARTHUR WARRY, Brunswick rd, Bromley, Accoucher High Court Pet Dec 12 Ord Dec 13
 VENNOR, ROBERT JAMES, Vestry rd, Camberwell, Baker High Court Pet Dec 10 Ord Dec 12
 WILKINSON, WILLIAM, Leeds, out of business Leeds Pet Dec 15 Ord Dec 15
 WETTON, WILLIAM, Brighouse, Yorks, Jeweller Halifax Pet Dec 13 Ord Dec 13
 WHITEHEAD, ALICE ELIZABETH, Frome, Lodging house keeper High Court Pet Nov 8 Ord Dec 13

ADJUDICATION ANNULLLED.

BELL, JACOB, sen., Kirkland, Cumberland, Miller Carlisle Adjud Oct 16 Annull Dec 1

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